

# **RENTAL AGREEMENT AND CHECKLIST**

## RENTAL AGREEMENT CHECKLIST - Florida

081506

### STUFF to BRING:

Pen  
Rental application  
Receipt book  
Door key(s)  
Bank deposit slips

### ACTIONS to TAKE:

- 1 - Balance of rent AND security Deposit received and/or promissory note(s)
- 2 - Rental Agreement executed
- 3 - Tenant tour:
  - kitchen
  - bathroom
  - laundry room
  - outside yard(s)
  - parking
  - garbage/trash setup
  - fuse box/fuses
  - storage area
- 4 - Inventory Inspection sheet completed/returned
- 5 - Copy & return to Tenant RENTCON & all relevant documents

**RENTAL AGREEMENT – page 1**

050205

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2012, for and between \_\_\_\_\_, herein called Landlord/Agent, \_\_\_\_\_ herein called Tenant(s). Landlord hereby agrees to rent to with rights and responsibilities as specified by Landlord in the real property now located in the \_\_\_\_\_, commencing on the \_\_\_\_\_ 2012, and monthly thereafter until notice to quit is given and this agreement shall cease. The parties agree as follows:

**1 - RENT:** Tenant agrees to pay Landlord as Gross-Rent, the sum of \$ \_\_\_\_\_.00 per month, and due monthly in advance on the first day of each calendar month during the term of this agreement. This rent amount DOES-DOES NOT include utilities. Rent must be posted no later than 5:00 P.M. on the date due. Should the rent not be posted by 9:00 A.M. of the second day of the period, eviction proceedings will begin.

**2 - PAYMENT OF RENT:** The initial payment of rent and security Deposit under the terms of this Rental Agreement must be made in cash. All funds received will be applied first to Option Consideration due (if applicable), then unpaid Security Deposit & Fees and lastly to rent due with the oldest amount due paid first.

Rent/utility payments may be made by check until the first check is dishonored and/or returned unpaid for any reason, at which time the rent will be considered unpaid and/or delinquent until the full amount, plus appropriate charges, is paid in cash. Rent/utility payments (plus "odd cents" amount of \_\_\_\_\_) shall be paid by direct deposit into an account and in a manner specified by Landlord. Payments received late for any reason will be treated as unpaid until actually posted to said account, and in all cases the date of POSTING will be considered to be the date of actual payment. Failure to make payments as specified will be treated as non-payment and all consequences for non-payment shall apply.

**3 - USE:** Tenant agrees to use the premises only as a residence and only for those specifically named and obligated as Tenant(s), and will abide by all requirements as set forth herein. Tenant agrees that any action/activities associated with or caused by Tenant or Tenant's friends and/or guests that may disturb the peace and tranquility of others or are not permitted within this agreement and will be cause for immediate termination of this agreement.

**4 - APPLIANCES/OUTBUILDINGS:** Tenant acknowledges that the property is normally rented without appliances of any kind, and that all rental payment(s) made specifically EXCLUDE any/all appliances that may be in the property, as well as the use of any/all garages and/or outbuildings that may be on the property. Tenants agree to maintain or replace Fridge, stove and cooking top with same grade as the ones that are in the property now. New White Stove made by Brown and new White Fridge.

**5 - COLLECTION CHARGE:** Tenant hereby acknowledges that any late payment by Tenant will cause landlord to incur costs, the exact amount of which will be extremely difficult to ascertain. In the event that any required payment is not received prior to 5:00 P.M. on the 3rd day after the due date, regardless of cause, Tenant agrees to immediately pay to Landlord as compensation for said costs the amount of \$50.00 for each occurrence plus \$5 for every day the amount remains unpaid beyond the agreed due date.

**ACCEPTANCE/AGREEMENT:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord/Agent

050105

**6 – NO TRAMPOLINES OR POOL WILL BE PERMITTED.:**

**7 - RETURNED CHECK:** In the event that Tenant's check is dishonored and/or returned unpaid to Landlord for any reason, Tenant agrees to pay as administrative compensation the sum of \$45. In addition, Tenant acknowledges that since payment will not have been made, all consequences for non-payment will apply, including eviction. Tenant is solely responsible to immediately resolve the resulting deficiency by means of cash/certified check/money order. In addition, all future payments must be made in the manner specified by Landlord.

**8 - PETS:** [ ] There shall be NO PETS allowed on the premises. Tenant hereby agrees that if found in violation, the rents due hereunder may be raised at the Landlord's discretion. If pets are allowed, Tenant WILL pay any additional security deposit specified..

[ ] This consent constitutes a representation by the Tenant and a consent by the Landlord for maintenance in the house/on the grounds at the property being rented by Tenant, of the pet described as:

The animal is a \_\_\_\_\_ . The breed is \_\_\_\_\_ .  
The color is \_\_\_\_\_ . The sex is \_\_\_\_\_ .  
The weight is \_\_\_\_\_ . The height is \_\_\_\_\_ .

The animal has[ ] has not[ ] been neutered. Tenant agrees to provide proof of vaccination and insurance covering the animal specifically allowed herein. Tenant agrees to be responsible for any damage to property that may belong to Landlord or others which may result from the maintenance of the pet. Tenant agrees to pay for pest infestation services upon termination of occupancy and/or to allow all costs for such services to be deducted from the Security Deposit. Landlord reserves the right to revoke this consent at any time and for any reason, which may or may not be disclosed. In the event consent is revoked, Tenant agrees to immediately discontinue maintenance of the pet. Failure to so comply shall be considered a breach of this Rental Agreement by Tenant. Any animals on the property not registered under this Rental Agreement will be considered strays and may be removed, according to law, at the option of Landlord.

**9 - NON-ASSIGNMENT OF RENTAL AGREEMENT:** Tenant agrees not to assign this agreement, nor to sub-let any part of the property, nor to allow any other person to live therein without written permission of the Landlord, completion of the required Agreement(s) and payment of the appropriate charges, and that any such actions will constitute a material breach of this agreement. Tenant further agrees that covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may then be commenced.

**ACCEPTANCE/AGREEMENT:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord/Agent

012904

**10 - LEGAL OBLIGATIONS:** Each Tenant hereby acknowledges a legal obligation to pay rent and utilities on time each/every period regardless of any other debts and/or responsibilities and agrees to be fully liable for all amounts owed. Each Tenant also acknowledges that defaulting on this Rental Agreement could result in a judgment and/or a lien being filed against their current and/or future assets and/or earnings.

**11 - ATTORNEY COSTS:** Should court action be sought to enforce the provisions of this agreement, legal fees and related costs may be awarded to the prevailing party.

**12 - REPAIR POLICY:** In the event that a problem occurs that will cost more than \$25.00 to remedy, Tenant MUST CONTACT Landlord or Landlords' agent as soon as possible via the method provided to Tenant. Tenant may perform the required repair and/or maintenance of the property, or Landlord may perform the work that is not performed by Tenant and bill Tenant for the costs involved at the Standard Billing Rate in effect at the time for such work. Tenant AGREES TO BE RESPONSIBLE FOR ALL REPAIRS AND/OR MAINTENANCE OF THE PROPERTY AND HEREBY AGREES TO BOTH PHYSICAL AND FINANCIAL RESPONSIBILITY FOR SUCH.

**13 - STATUTES:** Both Tenant and Landlord hereby agree to adhere to all appropriate and/or relevant state and local governmental statutes, as well as all homeowner association and/or deed restrictions should they exist. Tenant agrees to be responsible for any fines, assessments or penalties as may be levied upon Landlord and/or the property by any authorized agency arising from violation of those statutes by Tenant's actions and/or occupancy activities.

**14 - PRE-PAYMENT/SECURITY DEPOSIT:** Tenant hereby agrees to pre-pay a total amount of \$ 850.00 of which is a prepaid cleaning fee, which will be refunded to Tenant upon satisfactorily cleaning and vacating the premises, returning all keys and terminating this contract according to the terms herein agreed. The balance of the deposit is held to cover any possible damage to the property.

Tenant's Security Deposit or Option Fee is held in a non-interest-bearing account by the \_\_\_\_\_ Bank, located on \_\_\_\_\_. Orange City, Florida.

INTEREST WILL NOT BE PAID ON THIS MONEY AND IN NO CASE WILL IT BE APPLIED TO BACK OR FUTURE RENT. After Tenant has vacated the property, Landlord will inspect the premises and assess any damages and/or needed repairs required to return the property to the condition prior to Tenant's occupancy. The deposit money, MINUS ANY NECESSARY CHARGES FOR REPAIR OR OTHER UNPAID CHARGES will then be returned to Tenant as required by statute.

Per Florida law, Tenant must notify Landlord, in writing and within 15 days of vacating, the new address where Tenant may be reached and where Tenant wishes to receive mail. If not done, Landlord may be relieved of sending Tenant an itemized list of damages and of any penalties adherent to that failure.

**ACCEPTANCE/AGREEMENT:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord/Agent

**RENTAL AGREEMENT - page 4**

012904

**Pursuant to Security Deposits, Florida statute requires notice to tenants of the following:**

Section 83.49

(3) (a) Upon the vacating of the premises for termination of the lease, the Landlord shall have 15 days to return the security deposit together with interest if otherwise required, or in which 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 P.O. Box 747 \_\_\_\_\_landlord's address).

If the landlord fails to give the required notice within the 15-day period, he or she forfeits the 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 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.

(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 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 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 section 475.25(1) (d).

**ACKNOWLEDGEMENT:**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord/Agent

050205

**15 - CLEANING FEE:** Tenant hereby agrees to accept the property in its present condition and to return the property to the same or better condition upon vacating or pay a cleaning fee of AT LEAST \$300.00.

**16 - MONTH-TO-MONTH TENANCY:** This is a calendar-month-to-month Agreement. It is not a lease or other long-term agreement. This agreement may be terminated by Tenant's written notice at least 30 days prior to the end of any calendar month, and without consequence only after 12 full-month rental payments have been paid. Tenant hereby agrees that termination by Tenant prior to the payment of these rental periods shall result in a loss of the Discount of Rent as defined in article #6 of this Agreement for all prior rental periods. Thus THIS AGREEMENT ESTABLISHES A CALENDAR MONTH-TO-MONTH TENANCY ONLY, and anticipates a minimum occupancy period of 12 CALENDAR MONTHS. It is specifically understood by Tenant that occupancy for any portion of any calendar month will require the payment of rent for the entire calendar month, and that in the event of eviction by Landlord or termination of tenancy without proper notice by Tenant, all deposits will be forfeited in favor of Landlord as partial liquidated damages for the default. Provisions of this agreement may be changed by Landlord upon 30 day written notice to Tenant.

**17 - TENANT COOPERATION:** Tenant AGREES to neither store nor use illegal substances of any kind within the premises or on the property, nor to engage in illegal activities of any kind while a Tenant at this address. The commission of any such activities will constitute notice by Tenant of immediate termination of this agreement and Abandonment of Tenancy and will be immediately referred to authorities, without warning, for appropriate action(s). Tenant also agrees to cooperate with Landlord in the improving, inspecting and showing of the property to any other parties prior to termination of occupancy by Tenant.

**18 - REMOVAL OF LANDLORD'S PROPERTY:** Removal of any property that may belong to Landlord without the express written consent of Landlord will constitute abandonment and surrender of the premises by Tenant as well as termination, by Tenant, of this Rental Agreement with all stated consequences.

**19 - TENANT INSURANCE:** Tenant acknowledges that they alone bear the total responsibility for the security of their own possessions and that Landlord will not be liable for any loss of Tenant's property. Tenant agrees that should they fail to procure or elect not to procure their own insurance and that such action is their choice and responsibility and they alone shall bear the consequences. Tenant hereby acknowledges this and agrees to make no claims for any losses or damages against Landlord, Landlord's agents and/or employees. Should Tenant purchase Renter's Insurance, Landlord must be advised of such and included as an additional loss payee. No rights of storage are given by this agreement.

**20. ABANDONMENT:** In the event that Tenant should leave the premises unoccupied for 15 days, without paying rent in advance for that period, or while owing any amount from previous periods which has remained unpaid, the premises shall be considered abandoned and tenancy surrendered by Tenant. Landlord shall then have the right to take immediate possession of the property and to bar Tenant from returning. Landlord will also have the right to remove any property that Tenant may have left behind and dispose of said property at Tenant's expense. 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 disposition of the Tenant's personal property.

**ACCEPTANCE/AGREEMENT:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord/Agent

050205

**21 - LOCK POLICY:** No additional locks will be installed or replaced on any door without the express written permission of Landlord prior to said installation. In the event such permission is given by Landlord, duplicate keys will be given to Landlord for all locks so installed/replaced, at Tenant's expense, before the installation of the lock(s), and the old locks (if removed or replaced) returned with all keys to Landlord.

**22 - CONDITION OF PREMISES:** Tenant acknowledges that the property being rented herein is in good condition. If anything about the property is not good, Tenant agrees to report the defect to Landlord within 3 days of taking possession of the premises. Tenant agrees that failure to file written notice of defect is legally binding proof that the property is in good condition at occupancy.

**23 - INVENTORY AND INSPECTION RECORDS:** An Inventory and Inspection Record has been provided for the Tenant's use. This must be filled out by Tenant and returned to Landlord within 5 days of occupancy by Tenant. Landlord warrants that all major systems will be functional and in good repair at time of Tenant possession. While Tenant is encouraged to report any necessary repairs in writing, Tenant is hereby advised that Landlord does not normally repair or replace non-functional items such as carpeting paint, etc. upon change of occupancy. These items are maintained as required.

**24 - TENANT RESPONSIBILITIES:** Tenant agrees to keep the property clean and in a safe/sanitary condition during the term of this Rental Agreement and to comply with the "Household Guidelines" set forth, and to maintain the walls, woodwork, floors, carpeting, furnishings, fixtures, appliances, windows, screens, doors, fences, plumbing, heating and/or air-conditioning (including cleaning of the coils), electrical and mechanical fixtures, all locks/latches and other security devices, as well as the general structure/appearance of the property, in a condition equal-to or-better than that existing at the beginning of Tenant's occupancy. Tenant acknowledges that the property is provided with operating smoke detectors which Tenant agrees to keep installed and maintained in working order at all times, as well as all other detectors and/or safety devices. Should any of these items not be maintained to the satisfaction of Landlord, Landlord may perform the required maintenance and bill the appropriate Tenant's share of such maintenance to Tenant as a utility charge which will be due and payable when billed.

**25 - ALTERATIONS:** Tenant shall make no alterations, decorations, additions or improvements to the premises without Landlord's prior written consent, and then only by means specifically approved by Landlord. All alterations, additions or improvements upon the premises, made by either Tenant or Landlord, shall become a part of the property itself and shall remain upon and be surrendered with said premises at the end of the tenancy. Tenant agrees specifically that no tacks, nails, screws, etc. will be driven into the walls, nor will the walls be marred or torn by glue or tape and said effects will NOT be considered normal wear and tear. Tenant also agrees to be responsible for and pay for any damage done by rain, wind, hail, tornadoes, hurricanes, etc. if this damage is caused by leaving windows open, allowing stoppage/overflow of water and/or sewer pipes, broken windows or doors, torn screens, broken door and/or window locks, etc. or any damage caused while Tenant has occupancy. Potentially-injurious yard furniture, play or exercise devices, liquid filled furniture and swimming pools of any kind are specifically prohibited.

**ACCEPTANCE/AGREEMENT:**

DATE: \_\_\_\_\_

\_\_\_\_\_

Tenant

Tenant

\_\_\_\_\_

\_\_\_\_\_

Tenant

Tenant

\_\_\_\_\_

Landlord/Agent



091204

**26 - MAINTENANCE OF LAWNS AND WALKWAYS:** Tenant acknowledges physical/financial responsibility for the normal care/maintenance of the lawns, landscaping and walkways of the property in a condition acceptable to Landlord and/or neighborhood standards.

**27 - VEHICLES:** Tenant agrees not to store any sort of vehicle on the premises and to park only in the area provided for parking. Tenant further agrees that any non-operational or unlicensed vehicles will not be parked on the property and no vehicle maintenance or repair work will be performed on the premises. Vehicles parked in any non-parking area may be removed at Tenant's expense.

**28 - UTILITIES:** Tenant agrees to pay, as instructed by Landlord, utilities related to the property. Utilities will include, but are not limited to, such things as Gas, Electricity, Water/Sewer, or other operating expenses. Failure to pay utilities as billed will be treated as non-payment and a charge equal to the Loss of Discount amount will be assessed, eviction proceedings will begin and all consequences for non-payment will apply. Tenant hereby authorizes Landlord to arrange for the 3rd Party Notification to Landlord of all utility payments made by Tenant. In the event that Tenant must reimburse Landlord for utility payments made by Landlord for the benefit of Tenant, all reimbursement must be made as directed by Landlord and paid in the same manner as rent (by including your "odd cents" amount of \$.\_\_\_\_\_). Upon termination of this Rental Agreement, Tenant authorizes Landlord to deduct all unpaid charges from any Tenant deposit(s).

**29 - ROOF AND TERMITE ALERT:** Tenant agrees to notify Landlord immediately should the roof or walls show any signs of leakage or cracks, or at the first sign of possible termite activity.

**30 - NON-LIABILITY:** Tenant agrees that any work and/or repairs to the property will be performed by competent professionals, unless Tenant is licensed to do such work, and will be performed in a manner that meets all applicable regulations. Tenant further agrees to be responsible for any mishap that may occur in the performance of said work, or repairs, regardless of whether performed by Tenant or someone hired by Tenant. Should the property become uninhabitable due to these actions or negligence, Tenant is not relieved of rental liability during the period required to correct the condition(s) that caused the property to become uninhabitable. Tenant shall bear the expense of all repairs necessary to restore the property to the condition before occupancy by Tenant. Tenant agrees that Landlord, Landlord's agent, representatives and/or assigns will be held free from harm and liability in all activities initiated or directed by Tenant.

**31 - DISCLOSURE OF LANDLORD/AGENT:** Landlord may be represented at various times by various employees and/or agents who will identify themselves as such, and who are authorized to act for and on behalf of the Landlord for the purpose of delivering, receiving and receipting for notices and demands and for the service of process and all other acts which Landlord could or would do if personally present. Landlord's agent is hereby represented to be     name and address    

**32 - VALIDITY OF LEASE PROVISIONS:** Any provision set forth in this Rental Agreement which may be contrary to state and/or local statutes or ordinances shall be treated by Landlord and Tenant as void and not set forth herein. However, all other provisions of the Rental Agreement shall remain in full force and effect.

**ACCEPTANCE/AGREEMENT:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_

Landlord/Agent

090904

**33 - TELEPHONE:** Tenant agrees to install telephone service, that Landlord will be given the telephone number within 2 working days of installation and that Landlord will be similarly notified of any changes in the number and/or service. All costs related to phone service will be paid by Tenant.

**34 - ACCESS TO PREMISES:** Landlord reserves the right to move/remove any item belonging to Landlord at any time and may enter the premises rented by Tenant at any reasonable time to inspect, service or show the premises to appropriate parties.

**35 - PEST CONTROL POLICY:** Tenant is responsible for any pest control service, should Tenant desire service. Landlord is not responsible for damage by pests.

**36 - GUARANTEE OF SAFETY/HOLD HARMLESS:** Tenant acknowledges that Landlord makes no implied or specific guarantee of safety for Tenant or of any items belonging to and/or in the custody of Tenant. Tenant agrees that in the event of any Tenant action that might cause injury and/or damage to another party and/or their property, whether occurring within the property or elsewhere, Tenant will assume full responsibility for his/her own actions and will hold Landlord harmless and will defend Landlord and/or assume any/all costs incurred to defend Landlord from any liability and/or claim which may result, either directly or indirectly, from Tenant's actions.

**37 - OCCUPANTS:** It is hereby understood and agreed by all parties that ONLY the following named persons shall be considered a Tenant and/or Occupant with rights pertaining to occupancy under this agreement. Other persons in/on the property may, at the option of Landlord, be considered to be non-occupants and be declared guests or trespassers and treated accordingly. Authorized occupants shall be:

\_\_\_\_\_

\_\_\_\_\_

**38 - CONTENTS:** This unit is rented with the following contents/household goods, which remain the property of Landlord:

	<u>Quantity</u>	<u>Make/Model</u>	<u>Color/Style</u>	<u>Comments</u>
Stove -	1		Black	New with Warranty
Refrigerator -	1		Black	New with Warranty
Washer -				

\_\_\_\_\_  
Dryer -

\_\_\_\_\_  
Carpeting -

\_\_\_\_\_  
Light Fixtures –

\_\_\_\_\_  
Drapes/Shades - Blinds for front bay window, blinds in every room

Other Items:  
\_\_\_\_\_  
\_\_\_\_\_

**39 - MAIL:** Upon vacating, Tenant is required by law to notify Landlord of Tenant's forwarding address. Should Tenant move and not make arrangements for the redirection of mail, Landlord is hereby authorized by Tenant to receive such mail and/or to have Tenant's mail forwarded to where Landlord receives mail.

**ACCEPTANCE/AGREEMENT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_

Tenant

Tenant

---

Tenant

---

Tenant

---

Landlord/Agent

**RENTAL AGREEMENT - page 9**

050205**40 - JOINT AND SEVERAL LIABILITY:** It is expressly understood by all signatory parties that this agreement exists between Landlord and each signatory both jointly and severally. Should default occur by any signatory, each and every signatory shall be responsible for all provisions of this agreement, including the timely payment of all rent sums due Landlord and/or payment of utilities due.

**41 - WAIVER:** All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of rights by Landlord or failure to exercise rights shall not act as a waiver of those or any other rights. The acceptance by the Landlord of partial payments of rent due shall not under any circumstances, constitute a waiver of the Landlord, nor affect any notice or legal proceedings in unlawful detainer theretofore given or commenced under Florida Statute. No statement or promise by Landlord, Landlord's agent or employee as to tenancy, repairs, amount of rent to be paid or other terms and conditions shall be binding unless they are in writing and made a part of this agreement.

**42 - LEGAL RIGHT TO BIND:** Tenant hereby represents to have the legal right to obligate themselves and any other party as may be included under this Rental Agreement and to commit the appropriate parties to abide by the terms and conditions of this agreement.

**43 - TERMS:** In this Rental Agreement the singular number will include the plural, the masculine gender will include the feminine, the term Landlord will include Landlord, Lessor and any Agent authorized by the Landlord. The term Tenant will include Applicant/Co-Applicant, Lessee/Co-Lessee, Tenant as defined above and any other occupant on the property.

**44 - TIME:** All parties to this agreement acknowledge that time is at the essence of this agreement.

**45 - FULL DISCLOSURE:** By signing this Rental Agreement, Tenant hereby states that all Tenant's questions about this agreement have been answered, that Tenant fully understands all the provisions of the agreement and the obligations and responsibilities of all parties as set forth herein. Tenant and/or any/all parties occupying the property as a Tenant hereby agree to be fully responsible, both jointly and severally, for all obligations/covenants/agreements contained herein and/or implied by occupancy as a Tenant. Tenant further agrees to fulfill their obligations in every respect or suffer all consequences of their actions/lack-of-action in violation of this agreement. Signature by Tenant on this Rental Agreement acknowledges that Tenant has received or agreed to later receive a signed copy of this Rental Agreement.

**ACCEPTANCE/AGREEMENT:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord/Agent

**STATE LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS.**

**THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH-IN-RENTING ACT. IF YOU HAVE QUESTIONS AS TO THE INTERPRETATION/LEGALITY OF ANY PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON(S).**

I \_\_\_\_\_ has accepted \$ \_\_\_\_\_ from \_\_\_\_\_ which is monthly rent for \_\_\_\_\_ 2012. Also along with \$ \_\_\_\_\_ for security deposit. At total sum of \$ \_\_\_\_\_ .00.

# **RENTAL AGREEMENT - 2014**

# Rental Agreement

This agreement is made and entered into on this \_\_\_\_\_  
Between \_\_\_\_\_ (Hereinafter referred to as "Tenant") all other  
occupants are listed below:

\_\_\_\_\_, these occupant do not have to be listed, but may be listed on  
an eviction. All occupants understand that they must leave along with said tenant listed above when  
tenant terminates this agreement or if an eviction occurs. \_\_\_\_\_ (hereinafter  
referred to as "Owner") Owner agrees to rent the premises located at \_\_\_\_\_  
\_\_\_\_\_ with the following terms and conditions. Anyone else allowed to move in  
without written consent of Owner will cause this agreement to be terminated immediately and Tenant will  
be asked to leave or eviction could occur.

First month's rent-----	\$ _____ per month
Last month's rent -- _____	--- \$ _____
Maintenance Fee-----	\$ _____
Total-----	\$ _____

## 1. Rental Period:

Tenant agrees to occupy and care for said property commencing on \_\_\_\_\_ and  
continuing on a monthly basis through \_\_\_\_\_. Both Tenant and Owner understand and  
acknowledge that this is not a lease agreement and said agreement may be terminated by the other  
party by giving Thirty (30) day written notice of said termination to the other party. In the event  
Tenant decides to terminate this agreement prior to occupying the property for a FULL YEAR, he  
shall forfeit his Maintenance Fee and other deposits to Owner. Tenant in addition to the  
Maintenance Fee will pay Cleaning and damages. Maintenance Fee has been deposited in a  
noninterest bearing account at TD Bank. 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 AN, .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.

## 2. Rental Fees:

All rents are due on the \_\_\_\_\_ day of each month and are considered late by 5:00 pm, A 3-  
day notice will be issued by 5:15. A late fee of (10%) will be charged starting on  
the \_\_\_\_\_ and every day after a 1% late charge will be incurred. Owner may give tenant a three-  
day notice for Nonpayment of Rent on any day tenant has not paid rent in full plus any late charges  
owed. Parties agree that any outstanding rent that may occur at the end of tenancy will be  
deducted from the Maintenance Fee. *All late charges and returned check charges under this Rental  
Agreement shall be considered additional rent and may be placed on a statutory three day notice for  
nonpayment.* Legal and court fees incurred by the Owner for eviction or other action against Tenant  
shall be paid by Tenant. Also, there will be a **\$30.00 fee charged for any returned checks**. Any  
late fees not paid when tenant vacates will be deducted from the Maintenance Fee. Owner and  
Tenant agree that continued late payments shall be sufficient grounds for termination of this  
agreement.

## 3. Last Months Rent:

Last months rent will be paid in full at the beginning of rental agreement or Owner can agree with tenant to pay last months rent in installments. These installments must not take more than 4 months to pay off full amount of the Last Months Rent. If not paid in full prior to the 1<sup>st</sup> day of the 5<sup>th</sup> month then the Owner has right to terminate this agreement and Tenant will have to vacate the property within 15 days- no deposits or Maintenance Fee will be returned to Tenants.

#### 4. Maintenance and Redelivery:

Tenant shall keep and maintain the above described premises in a clean and sanitary condition at all times, and on the expiration or sooner termination of the tenancy shall surrender the premises to Owner in as good condition as when received. *Tenant agrees that any abandoned property or belongings left (including items left because of an eviction) in apartment will be considered the soul property of landlord and may be kept by landlord or discarded.* Tenant agrees to allow the Owner to show the premises (2 weeks) for means of re-renting the apartment at end of there occupancy.

#### 5. Duty to Repair:

Owner shall put the above described premises into condition fit for their occupancy by the start of the tenancy, and shall repair all subsequent dilapidation there of which may render them untenable as defined by the Volusia County Codes. **All Maintenance Repairs or Problems must be given to the Landlord in WRITING, no phone calls will be acceptable notice to Landlord.** We expect the Tenant to return the apartment to us in the same condition it was when they rented it---that is, clean **and ready to re-rent.** Tenant agrees to:

- a. Keep the premises clean and sanitary.
- b. To remove from the dwelling unit and adjoining property all rubbish, garbage and other waste in a clean and sanitary manner.
- c. Properly use and operate all electrical, gas and plumbing fixtures, and to keep them as clean and sanitary as their condition permits. **You need to contact Landlord for numbers of all approved repair specialist.**
- d. Not to paint or alter dwelling without first getting Owners Written Permission.
- e. Keep from making loud noises and or disturbances. To play music and television programs at a low volume so as not to disturb other people's peace and quiet.
- f. Not to repair any motor vehicle on premises if such repairs will take longer than a single day.
- g. Pay for any windows broken in your dwelling within 2 weeks of brakeage.
- h. **Tenant should replace Air conditioner/Heater filter every month. Tenant will be charged \$20.00 dollars each time a filter is found dirty**
- i. **Be responsible for any blockage in toilet, tub, sinks, and garbage disposals.**
- j. Carpets must be shampooed at least every 6 months; by a professional carpet cleaning company (a list of approved carpet cleaning companies is available). A final cleaning cost of \$40.00 dollars (per room) will be deducted from the Maintenance Fee or proof of a recent carpet shampooing (within the last month) must be shown to eliminate this deduction. If Owner does not see carpets, being cared for then this is a ground for immediate termination of contract.
- k. There is NO SMOKING allowed in apartment. Butts and ashes must be collected in some sort of container while smoking outside. No Butts are to be thrown in parking lot or on grass or put out on building or cement. Those found smoking within the apartment or not disposing of their butts properly are in violation of this agreement and will be asked to leave.
- l. No bikes may be secured under stairs. They may be chained to back bars near air conditioners.
- m. No chairs are allowed to be left next to the doors. If you sit outside you must take the chair back into your apartment. Nothing can be on the walkways next to the building.

#### 6. Utilities:

Tenants are responsible for all utilities.

7. In the event the premises are rendered untenable due to fire, accident, storm, legal requirements or Act of God, and the premises cannot be rendered tenantable within fifteen (15 ) days, then either party may, at their option, terminate this agreement. Written notice of termination



intent shall be given prior to the actual termination. Tenant shall only be responsible for rent up to the time of termination of tenancy. Landlord is not responsible for finding or paying for other living arrangements while apartment is being fixed, that is the sole responsibility of tenant.

8. **Locks:** Locks shall not be changed or added to the Premises without the written consent of Landlord. Any change of locks to interior or exterior doors without written permission from Owner will result in Damage Charges to the Tenant. All keys shall be returned by Tenant to Owner upon termination of occupancy or Owner may impose a charge.
9. **Release:** In consideration of our Renting to you under these terms, for yourself and your personal representative, heirs and assigns, do hereby release, waive, discharge and agree to indemnify and hold harmless Owner, agents, employees and their heirs, all referred to as releasees, for and from any and all liability to you, your personal representatives, heirs and assigns for any and all loss, injury or damage on account of injury to your person or property or resulting in death, whether caused by the negligence of releasees or otherwise. You agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of this agreement is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.
10. **Mold:** Mold is a naturally occurring microscopic organism, which reproduce by spores. Mold spores spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a dwelling, mold can grow. Appropriate precautions need to be taken.
  - A. In order to minimize the potential for mold in your dwelling, you must do the following:
    1. Keep your dwelling clean- particularly the kitchen, the bathrooms, carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
    2. Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in under sinks. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. In addition, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
    3. Promptly notify us in writing about any air conditioning or heating system problems you discover. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
    4. Promptly notify Owner in writing about any signs of water leaks, water infiltration, or mold. In order to prevent mold growth all of the above steps should be taken. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth.
  - B. If small areas of mold have already occurred on non-porous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the Federal Environmental Protection Agency recommends that you first clean the areas with Soap (or detergent) and water, let the surface dry and then within 24 hours apply a pre-mixed, spray -on-type household biocide, such as Lysol Disinfectant, Pine-sol Disinfectant, Tilex Mildew Remover or Clorox Cleanup. (Note: only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach, which can discolor, or stain. Be sure to follow the

instructions on the container. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs drapes and carpets- provided the fibers are completely dry.

**If you fail to comply with this section, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them. Please note: it is our goal to maintain a quality living environment for out tenants. To help achieve this goal, it is important to work together to minimize mold growth in your dwelling. That is why this section contains important information for you, and responsibilities for both you and us.**

11. Tenant may not assign rights to nor sublet all or any part of the premises unless prior written consent is given by the Owner.
12. The parties agree that no more than \_\_\_\_\_ adults, \_\_\_\_\_ children shall occupy the property. Owner has to approve of any other person before said person may move in. This provision does not, however, prohibit visits of few days (Not to exceed 3days unless prior written notice has been obtained from Owner) by friends and relatives. If tenant is found with someone staying over 3 days, tenant is in violation of this Rental Agreement and immediate eviction will take place.
13. The parties agree that no more than \_\_\_\_\_ pet shall be allowed to occupy the property. If a pet is found on property without written permission from Landlord there will be an immediate \$200.00 pet fee. There are no visiting pets or babysitting for pets allowed. If pet becomes a disturbance to neighbors or does any damage to the property, the Owner has the right to terminate this rental agreement with a 30-day notice.
14. Owner shall pay Property Taxes and insurance. Tenants shall be responsible for insuring their personal contents, if they so desire.
15. Owner herein reserves the right to inspect the premises as often as shall be deemed necessary. Owner shall not enter the premises without permission of the Tenants, except in an Emergency. **Tenant will permit the Owner to come in once a month (on the 1<sup>st</sup> week day of each month) for the purposes of Pest Control.** Time will be arranged between Owner and Tenant, at the Owners convenience.
16. 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 Public Health Unit.
17. Maintenance Fee:  
Upon execution of this agreement, tenant deposits with the owner the sum of \_\_\_\_\_ Dollars. Receipt of which is acknowledged by Owner, as a Maintenance Fee. Any property included with the premises, including but not limited to draperies, blinds, carpets, refrigerator, stove, shall be returned upon the termination the rental agreement in the same condition and cleanliness, as they were delivered to the tenant. Any damage or destruction to such items, Building or Yard shall be grounds for the Owner to retain all the Maintenance Fee and Charge Additional Moneys. Tenant cannot use Maintenance Fees as rent, in the event that tenant is asked to leave or is evicted the landlord will apply any Maintenance Fees to outstanding rent after cleaning fees and damages have been deducted. There will be an automatic \$40.00 (per room) dollar deduction from the Maintenance Fee for rug cleaning.
18. An **Entrance and Exit check list** will be filled out upon occupancy, by the Tenant.

This list will serve to record the current condition of pertinent items in the property. Upon leaving the property, each item will again be checked and any damage or uncleanliness will be determined. This will be the basis for determining what deductions will be taken from the Maintenance Fee.

19. Tenant understands that no illegal activities may be done on or in property, whether by tenant or anyone whom may be visiting tenant. If said illegal activity is discovered or reported, Owner has the right to terminate this rental agreement immediately. If the police or code enforcement is called to the apartment, more than twice resulting in fines or fees being placed, the tenant will be responsible to pay these charges immediately. If charges are not paid within 10 days, this will be grounds for immediate termination.

20. Smoke alarms are not to be removed or tampered with, this is a 3<sup>rd</sup> Degree Felony per state law and the Fire Marshal. The landlord will change batteries every 6 months. If alarm is beeping or not operating correctly, landlord should be called immediately and they will fix the device. If tenant removes the smoke alarm from ceiling, removes the battery, or disconnects the electric connection there will be a \$30 dollar fine. If the smoke detector is broken or lost, there is a \$46.00 replacement cost.

21. Entire Agreement:

The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties. The following addendum, if any, has been made a part of this agreement before the parties' execution hereof:

The undersigned Tenant hereby acknowledges that they have read this agreement and understand it, agree to it and have received a copy hereof:

Dated \_\_\_\_\_

Tenant

SS# \_\_\_\_\_

Date of birth \_\_\_\_\_

Occupant \_\_\_\_\_

Date of birth \_\_\_\_\_

Occupant \_\_\_\_\_

Date of birth \_\_\_\_\_

Owner *Nancy M. Wahby*

\_\_\_\_\_

## Addendum:

I \_\_\_\_\_ agree, as provided in the rental agreement, to pay \$ \_\_\_\_\_ as liquidated damages or an early termination fee if I elect to terminate this rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

# **DRUG/CRIME FREE ADDENDUM**

## **DRUG/CRIME FREE ADDENDUM**

In consideration of the execution or renewal of the lease, Owner, Management and Tenants 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, 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 but not limited to 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 but not limited to 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 activity including but not limited to prostitution, public drunkenness, intimidation of persons, 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 of any kind, acts of violence, threats of violence, threats against management, staff or worker on the premises, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons or constitutes a threat to persons or property.
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 and Tenant agrees that the tenancy will be terminated and Tenant may be served a Seven Day Notice to Vacate and agrees to vacate according to the notice or an eviction action may be filed. PROOF OF VIOLATION OF THIS ADDENDUM SHALL NOT REQUIRE CRIMINAL CONVICTION, but shall be a preponderance of the evidence that the incident or action occurred.
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.

TENANTS SIGNATURE: \_\_\_\_\_ PRINT: \_\_\_\_\_

TENANTS SIGNATURE: \_\_\_\_\_ PRINT: \_\_\_\_\_

# Move-Out Cleaning Guide

## Move-Out Cleaning Guide

The leased Premises **MUST** be cleaned and left in the same or **BETTER** condition than it was received. If there are damages or cleaning needed after you vacate the premises, charges will be assessed accordingly.

### KITCHEN

#### **Refrigerator**

Clean all food out of fridge and either leave it running or make sure doors are propped open.

Clean outside and inside of fridge and freezer thoroughly, removing all debris and stains.

Remove any stickers that you may have put on the fridge, other appliances, cabinets, etc.

Remove the drawers and clean inside as well as under them, then put them back into place.

Move the fridge away from the wall and clean behind it and under it and the side walls (be careful not to damage the flooring.)

Clean the fridge drip pans and the front grill at bottom.

*Note: any parts in fridge that are broken or damaged; such as clips, racks, drawers and shelves, are expensive to replace because they have to be special ordered.*

#### **Stove**

Clean stove, including stove burners, control knobs, stove top and back splash (if entire stove top lifts up, clean underneath this as well)

Glass top stove tops must be cleaned with appropriate glass stove top cleaner. **NO ABRASIVES!**

Clean stove rings, drip pans (if applicable) and replace if necessary.

Move out stove and clean behind (be careful not to damage flooring).

Clean oven, rack and doors (remember to clean both sides of oven racks) If you have a self cleaning oven then the oven should be run on the cleaning mode and then wiped clean. (Oven racks should be removed during self cleaning)

Clean both top and inside of stove hood, plus the filter and bulbs.

Make sure oven cleaner residue is not left in stove and that stove is not left greasy. After cleaning turn on oven for a few minutes- if oven turns white, there is still residue from the cleaner. You will need to rinse with plain water again after oven has cooled down.

Remember to pull out and clean inside and under bottom drawer of stove.

#### **Bathrooms**

Shower and tub enclosure needs to be washed down no soap scum should remain and grout lines should be clean.

Chlorine may need to be sprayed on caulk and grout to eliminate the mildew.

Shower doors need to be washed down inside and out, along with the track.

Cabinets need to be washed down inside and out, along with drawers.

Medicine cabinets need to be wiped out.

Toilet should be cleaned including outside and by the floor.

Floor needs to be swept and mopped.

### **Bedrooms and Living room**

All carpeting needs to be professionally cleaned.

Ceiling fans need to be washed down.

Light bulbs need to be replaced.

Where ever there is floor tile the Grout lines needs to be cleaned.

Window sills should be dusted and windows, along with any window shades/mini blinds. (If blinds are damaged then they should be replaced).

Ceiling lights and shades should be cleaned.



# CLAIM ON SECURITY DEPOSIT LETTER

November 3, 2013

Dear *tenants name*,

October 29<sup>th</sup> you called me to inform me that you would be leaving the apartment. On November 2<sup>nd</sup> you vacated your apartment, without giving us the proper 30 day notice as stated in your Rental Agreement (section 13). You also broke the lease prior to completing your year's term. Both of these clauses in the contract terminate the contract and impose a penalty of the loss of your security deposit and "Last Month's Rent". On November 2<sup>nd</sup> as you requested we came to the apartment and did the final walk through with you and we received your keys back for the apartment, at which time we noted the broken window. I chose at that time not to charge you for the broken window and we were happy to see that you cleaned the apartment to our satisfaction.

THIS IS NOTICE OF MY INTENTION TO IMPOSE A CLAIM FOR DAMAGES IN THE AMOUNT OF \$750 UPON YOUR SECURITY DEPOSIT AND LAST MONTHS RENT DUE TO THE ABOVE STATED REASONS. IT IS SENT TO YOU AS REQUIRED BY SECTION 83.49(3), FLORIDA STATUTES. YOU ARE HEREBY NOTIFIED THAT YOU MUST OBJECT IN WRITING TO THIS DEDUCTION FROM YOUR SECURITY DEPOSIT WITHIN FIFTEEN (15) DAYS FROM THE TIME YOU RECEIVE THIS NOTICE OR I WILL BE AUTHORIZED TO DEDUCT MY CLAIM FROM YOUR DEPOSIT. YOUR OBJECTION MUST BE SENT TO NANCY WAHBY 2618 S. PENINSULA DR. DAYTONA BEACH, FL. 32118.

Sincerely

Nancy Wahby