

Rental Agreement

This agreement is made and entered on this _____
Between _____ (Hereinafter referred to as "Tenant") all other occupants are listed below: _____, these occupants 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--during first year used for month of _____	\$ _____
Security Deposit -----	\$ _____
Total-----	\$ _____

1. Rental Period:

Tenant agrees to occupy and care for said property commencing on _____ and continuing monthly basis through _____ **till 12 noon.** 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 Security Deposit and other deposits to Owner. Tenant in addition to the Security deposit will pay Cleaning and damages. Security Deposit 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 or before the 1st 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 3rd 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 Security Deposit. *All late charges, damages, 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 Security Deposit. Owner and Tenant agree that continued late payments shall be sufficient grounds for termination of this agreement.

3. Last Months Rent:

Last month's rent will be paid in full at the beginning of rental agreement or Owner can agree with tenant to pay last month's rent in installments. These installments must not take more than 4 months to pay off full amount of the Last Month's Rent. If not paid in full prior to the 1st day of the 5th 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 (Move In Condition). *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 during the Last Month 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. Large items like, dressers, mattress, coaches, chairs may not be put in dumpster. They must be placed by side of road in front of dumpster (not blocking dumpster doors). **Only allowed to put large trash items out on Wednesday after 6pm for pick up on Thursday or Sunday after 6pm for a Monday pickup, you must phone (386) 788-8890 on Friday for the Monday pickup or Wednesday morning for the Thursday pickup. If this is not done you may be charged a fine.**
- 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.**

- j. Carpets and tile grout must be shampooed at least every 6 months and; by a professional carpet cleaning company (East Coast Carpet Buster- Terry 386 566-9393). A final cleaning cost of \$40.00 dollars (per room) will be deducted from the Maintenance Fee or proof of a recent carpet/tile shampooing (within the last month) must be shown to eliminate this deduction. **Rental carpet machines are not permitted. Only professional STEAM CLEANING.** 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, or damage to building from butts being put out on wall, are in violation of this agreement and will **BE CHARGED A \$400 DOLLAR FINE.**
 - l. No bikes may be secured under stairs. They may be chained to back bars near air conditioners.
 - m. Tenant understands that landlord is not responsible for paying for other living situations incase apartment gets infested with bed bugs. **It is tenants sole responsibility to pay for removal of bed bugs.** See Bed Bug Addendum
 - n. By signing this rental agreement, the tenant agrees that upon surrender, abandonment or recovery of the dwelling unit due to eviction or the death of the tenant, as provided by Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for the storage or disposition of the Tenants personal belongings.
 - o. Nothing can be affixed to the front door inside or out, or the front of building-no nails, stickers or tape.
6. Utilities:
Tenants are responsible for all utilities. Utilities must remain on during the duration of lease. A continued lapse of utilities can be grounds for terminating this lease and loss of security deposit. Water and electric have to be on for the last inspection.
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. To minimize the potential for mold in your dwelling, you must do the following:
SUMMER MONTHS OR HIGH HUMIDITY-AIR CONDITIONER MUST BE ON
DURING AND AT LEAST KEPT AT 78-79 DEGREES.**

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. To prevent mold growth all 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 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 our 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 must 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 Landlord may terminate this agreement.
13. The parties agree that no more than ___0___ 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 Non-Refundable pet fine. 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 7-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 1st day of each month if the 1st lands on a Sunday then it will Monday) 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. Security Deposit:
Upon execution of this agreement, tenant deposits with the owner the sum \$750.00Dollars. Receipt of which is acknowledged by Owner, as a Security Deposit. 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 Security Deposit and Charge Additional Moneys. Tenant cannot use Security Deposit as rent, if tenant is asked to leave or is evicted the landlord will apply any Security Deposit to outstanding rent after cleaning fees and damages have been deducted.
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 Security Deposit. **LIGHTS AND WATER MUST BE ON FOR FINAL INSPECTION** if they are not on for inspection then the cost for having these turned back on will be taken from security deposit.
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 eviction.

20. Smoke alarms are not to be removed or tampered with, this is a 3rd 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 _____

Date of birth _____

Occupant _____

Date of birth _____

Occupant _____

Date of birth _____

Owner

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.