

## FLORIDA RESIDENTIAL LEASE AGREEMENT

State of FLORIDA

County of \_\_\_\_\_

**PARTIES.** This Residential Lease Agreement ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between:

**Landlord Name:** \_\_\_\_\_ ("Landlord")

Landlord Address: \_\_\_\_\_, AND

**Tenant(s):** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties".

NOW, for the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. LEASE TERM.

The term of this Agreement shall be a period of one (1) year, beginning on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ and ending on the day of \_\_\_\_\_ hereinafter known as the "Lease Term."

### 2. OCCUPANT(S).

The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- [OCCUPANT(S) NAME(S)] ("Occupant(s)")

- There are no Occupant(s).

### 3. PROPERTY.

Landlord leases to Tenant the land and buildings located at \_\_\_\_\_ (street address), Florida \_\_\_\_\_ (zip code) together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ The Premises shall be occupied only by the Tenant and the following persons: \_\_\_\_\_  
\_\_\_\_\_.

#### 4. SECURITY DEPOSIT.

Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

Landlord will hold Tenant's security deposit in an account in the following Florida banking institution:

\_\_\_\_\_  
\_\_\_\_\_. Landlord will not commingle the security deposit funds with those funds in the Landlord's primary bank account. Rather, Landlord will maintain the security deposit funds in a separate non-interest bearing account for the benefit of the Tenant. Accordingly, Tenant will NOT receive any interest on the security deposit.

In accordance with Florida law (Florida Statute Section 83.49), Landlord is required to include in Tenant's lease the following provisions regarding return of security deposits. Florida Statute Section 83.49(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's last know 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 Tenant's 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 you 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. Tenant's objection must be sent to (landlord's address). If the landlord fails to give the required notice within the 30-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 sales associates, 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 s.475.25(1)(d).

## 5. RENT.

The Tenant shall pay to Landlord the sum of \$\_\_\_\_\_ per month (hereinafter referred to as "Rent") for the duration of the Term of the Lease. The Rent shall be payable on or before every \_\_\_ day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

**Late Rent.** If Rent is not paid within \_\_\_ days of the Due Date, the Rent shall be considered past due and a late fee of  \$\_\_\_\_\_ or  \_\_\_ % of the Rent past due shall be applied for every  day Rent is late or  occurrence Rent is late.

**Returned Checks.** In the event that a check intended as payment for Rent is dishonored for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.

**Application of payments.** Whenever there are different sums owed by the Tenant to the Landlord, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any notations or specifications made by the Tenant on the application of any payment paid to the landlord.

**Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the Term provided in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a \_\_\_\_\_- day notice of the same from the Landlord to the Tenant.

## 6. RENT PRE-PAYMENT.

The Tenant(s) shall:

- Pre-Pay Rent in the amount of \$\_\_\_\_\_ (US Dollars) for the following time-period starting on the \_\_\_ day of \_\_\_\_\_, 20\_\_ and ending on the \_\_\_ day of \_\_\_\_\_, 20\_\_. The Pre-Payment of Rent will be due at the execution of this Agreement.

- Not be required to Pre-Pay Rent.

## 7. PURPOSE.

The Tenant and Occupant(s) may only use the Premises as: (check one)

- A residential dwelling only.

- A residential dwelling and: [OTHER USES FOR THE PREMISES]

## 8. FURNISHINGS.

The Premises is: (check one)

- To be furnished with the following items: [ENTER FURNISHINGS]

- Not furnished.

### 9. UTILITIES.

The Landlord shall provide the following utilities and services to the Tenant(s):  
\_\_\_\_\_. Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

### 10. PARKING.

The Landlord:

Shall provide \_\_\_ parking space(s) to the Tenant(s) for a fee of \$\_\_\_ to be paid  at the execution of this Lease  on a monthly basis in addition to the rent. The parking space(s) are described as: \_\_\_\_\_.

Shall not provide parking.

### 11. PETS.

Tenant shall be entitled to keep no more than \_\_\_\_\_ (\_\_\_\_) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_ ) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

### 12. SMOKING POLICY.

Smoking on the Premises is:

- Permitted in the following areas: \_\_\_\_\_

- Prohibited on the Premises and Common Areas.

### 13. WATERBEDS.

The Tenant: (check one)

- Shall have the right to use a waterbed on the Premises.

- Shall not have the right to use a waterbed on the Premises.

### 14. MAINTENANCE, REPAIR, & ALTERATIONS.

Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c. Not obstruct or cover the windows or doors;
- d. Not leave windows or doors in an open position during any inclement weather;
- e. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- f. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- g. Keep all air conditioning filters clean and free from dirt;
- h. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- i. And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- j. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- k. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- l. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

#### **15. ABANDONMENT.**

In the event that the Tenant(s) abandons the Property the Landlord may declare the Lease terminated, recover possession of the Property, enter the premises, remove the Tenant's belongings and lease the same to another without incurring any liability to the Tenant for doing the same. In the event of the abandonment of the Property, the Landlord may recover from the Tenant unpaid rent until the Property is leased to another person or otherwise occupied by the Landlord or another under the Landlord's right.

#### **16. RIGHT OF ENTRY.**

The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

**17. NOISE/WASTE.**

The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

**18. COMPLIANCE WITH LAW.**

The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

**19. RETALIATION.**

The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or canceling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

**20. ENTIRE AGREEMENT**

This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the Landlord and Tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Landlord and the Tenant in a written instrument signed by both parties.

**Landlord's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Tenant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Agent's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_



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