

Residential Lease

This Lease Agreement is made between _____ ("Landlord") and

_____ ("Tenant(s)")

for the lease of the residential dwelling located at: _____, **Gainesville, FL 32601.**

Apartment number will be determined prior to move-in: Apartment # _____.

As consideration, Tenant(s) jointly and severally and Landlord agree to the following terms and conditions:

LEASE TERM

The term of this Lease commences at 4:00 p.m. August 1, _____ and terminates on July 31 _____ at 11:00 a.m., unless terminated sooner pursuant to the provisions of this Lease.

RENT

The rent for the term is \$ _____ per month. Rent shall be payable without demand or notice on or before the first day of each month during the term and is considered late if not received by the fifth day of the month. This lease is for a total sum of \$ _____.

The following amounts must be paid in full prior to Tenants taking possession of the property: (if left blank, amount is due in the normal course of this lease)

First Months Rent	\$ _____	To Be Paid: Prior to Move-in
Second to Last Months Rent	\$ <u> N/A </u>	To Be Paid: <u> N/A </u>
Last Months Rent	\$ _____	To Be Paid: _____
Security Deposit	\$ _____	To Be Paid: At Signing Paid: _____

Rent shall be Paid by Mail to:

**KLM
4819 Chastain Drive
Melbourne Florida, 32940**

or at any other place that the Landlord may designate in writing. Payment will be accepted by check, money order or cashier's check.

If Tenant makes payment with a worthless check, Landlord may require Tenant to make all future payments by money order or cashiers check and to pay bad check fees in the amount of \$50.00. In addition to rent, Tenant shall pay a late charge in the amount of \$15.00 per day for each day after the fifth day. The actual date of delivery will control for purposes of determining late fees. Any risk of loss is borne by the Tenant. A minimum of a \$50 service fee will be imposed for the posting of any Three Day Notice plus legal fees. All sums due to Landlord under this lease including but not limited to late fees shall be considered additional rent.

Tenants acknowledge they, will be jointly and severally responsible for all sums due under this agreement.

OCCUPANCY

The premises shall be occupied only by Tenants named on this lease agreement. Occasional overnight guests are permitted with the consent of all Tenants. An occasional overnight guest is one who does not stay for more than 7 nights in any calendar month. Landlord's prior written approval is required to allow anyone else to occupy premises.

Tenant(s) _____

For Landlord: _____

SECURITY DEPOSIT

On the date specified above, Tenant shall deposit with Landlord \$ _____, as security for the faithful performance by Tenant of the terms of this Lease, to be returned to Tenant, without interest, on the full faithful performance by Tenant of the provisions of this Lease. Security deposit may not be used for the payment of rent.

ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease, or sublet any part of the premises without the prior written consent of Landlord.

NOTICES

All notices to Landlord and all Lease Payments must be sent to Landlord at 4819 Chastain Drive, Melbourne Florida, 32940 unless the Landlord gives Tenant written notice of a change. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery. Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, notice may be given by leaving a copy of the notice at the Premises.

Tenants are required to provide Landlord at the time of the signing of this lease with all relevant contact information including cell phone number, home and work phone numbers, email address and an alternate address, emergency contact and to inform Landlord if there is any change in their contact information.

SMOKING

No smoking is permitted in the premises without the written consent of the Landlord or their agent.

ANIMALS

Tenant shall keep no domestic or other animals in, about, or on the premises.

UTILITIES AND LAWN MAINTENANCE

Tenant agrees to pay for and maintain all necessary utilities, including but not limited to electricity, water, and sewer used by Tenant during the term of this Lease. Failure of landlord to make available adequate electrical, heat, water, sewer or garbage collection services to the property shall be considered a material violation of this lease. Any additional utilities may be activated at the Tenant's cost and in Tenant's name.

If checked "yes", the following services will be provided by Landlord and included in the monthly rental amount:

<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
<input type="checkbox"/>	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	<input type="checkbox"/> Television Service
<input type="checkbox"/>	<input type="checkbox"/>	Water	<input type="checkbox"/>	<input type="checkbox"/> Internet
<input type="checkbox"/>	<input type="checkbox"/>	Garbage/Refuse	<input type="checkbox"/>	<input type="checkbox"/> Lawn Maintenance
<input type="checkbox"/>	<input type="checkbox"/>	Gas	<input type="checkbox"/>	<input type="checkbox"/> Other: _____

REPAIRS AND MAINTENANCE

Landlord will be responsible for general repairs necessary through ordinary wear and tear to the premises. Tenant will immediately notify Landlord of the need for repairs and take reasonable steps necessary to prevent any further damage until repairs can be completed.

Tenant shall take good care of the premises and the appliances and fixtures in them and shall maintain them in good order and condition. Landlord may repair, at the expense of Tenant, all damage or injury to the premises, or to the building, done by Tenant or Tenant's guests, caused by installation or removal of furniture or other property, or resulting from the overflow of water, or any other cause, due to the carelessness, negligence, or improper conduct of Tenant or Tenant's guests. Cost for repairs due to Tenant's negligence will be immediately due and payable to landlord.

ENTRY FOR INSPECTION, REPAIRS, AND ALTERATIONS

Landlord and Landlord's agents shall have the right to enter the leased premises for inspection at all reasonable hours and whenever necessary to make repairs and alterations. Tenant shall make no alterations, changes, or improvements to the house and outside premises without the prior written consent of Landlord.

OBLIGATIONS OF TENANT

Tenant shall be responsible for all conditions created or caused by the negligent or wrongful act or omission of the Tenant, a member of the Tenant's family, or other person on the premises with Tenant's consent.

Tenant(s) _____

For Landlord: _____

At all times during the tenancy, the Tenant shall:

1. To change air filters monthly on the HVAC (Air Conditioning) system. Landlord has the right to conduct monthly inspections to ensure air filters are being properly changed according to specifications. If tenant fails to regularly change filters, Landlord reserves the right to provide for regular service and filter exchanges at Tenant's cost.
2. Keep the premises clean and sanitary, and maintain and care for the lawn and shrubs if such lawn care is not provided by the Landlord.
3. Remove all garbage in a clean and sanitary manner. Do not leave garbage outside of your door.
4. Keep all plumbing fixtures clean and sanitary and in repair. Tenant will be responsible for any damage resulting from the overflow of water or stoppage of waste pipes resulting from their negligence or neglect.
5. Not destroy, deface, damage, impair, or remove any part of the premises or property in them belonging to Landlord, or permit any person to do so.
6. Conduct themselves and require other persons on the premises with Tenant's consent to conduct themselves, in a manner that does not unreasonably disturb the neighbors or constitute a breach of the peace.
7. Use and operate in a reasonable manner all electrical plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.
8. Not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises.
9. Not create any environmental hazards on or about the Premises
10. Not make any alterations or improvements to the Premises. However, Tenant may hang pictures, provided Tenant removes all such items before the end of the Lease Term, to only use fixtures specifically designed to hang pictures no longer than 10 lbs, and to refrain from using any stick on decals or any type of tape on the walls or wood work. Tenant will be required to repair all damage resulting from the hanging of any décor.
11. To not apply, hang or drive anything into the ceiling without written permission from the Landlord.
12. To be responsible for any damage by rain, wind or hail caused by leaving windows open
13. Ensure all fire, smoke detectors, carbon monoxide detectors and similar safety devices are operational; to periodically replace any batteries as necessary to endure operation of safety devices and to immediately notify Landlord's agent if any safety devices are in need of repair.
14. Refrain from using any flotation bedding system in a dwelling unit unless Tenant has written approval from Landlord and maintains flotation insurance in the Tenant's name as is standard in the industry in an amount deemed reasonable to protect the Tenant and the Landlord against personal injury and property damage to the dwelling units. The insurance must include a loss payable clause in the policy for the benefit of the Landlord.
15. Not commit waste on the premises, will not maintain or permit to be maintained a nuisance on the premises, nor will use the premises, or permit their use, in an unlawful manner.
16. Use the Premises only for residential purposes. Tenant shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the premises.

OBLIGATIONS OF LANDLORD

At all times during the tenancy, the Landlord shall:

1. Comply with the requirements of all applicable building, housing, and health codes.
2. Maintain plumbing, electrical, HVAC and appliances in reasonable working condition.
3. Provide adequate fire protection for premises.
4. Make reasonable provisions during the tenancy for extermination of all rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. If it is necessary to vacate the premises during the extermination process, the Landlord shall not be liable for damages but shall abate the rent during the period that the premises are vacated, and shall give the tenant seven days' written notice of the need to vacate the premises. If however, any infestation is caused due to Tenant's habits or behavior, Tenant will be responsible for all extermination costs.

REQUIREMENTS OF LAW

Tenant shall comply with all laws, orders, and regulations of federal, state, county, and municipal authorities that impose any duty on Landlord or Tenant with respect to the premises or the use or occupation of them. Tenant shall not do, or permit to be done, any act or thing on the premises that shall or might subject the Landlord to any liability or responsibility for injury to any person or persons or to any property by reason of any operation occurring on the premises. Tenant shall reimburse Landlord, as additional rent, for all expenses incurred as a result of Tenant, or Tenant's family, employees, agents, licensees, or visitors, who violate the covenants and agreements of this Lease.

Tenant(s) _____

For Landlord: _____
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WAIVERS

A waiver by Landlord of a breach of any covenant or duty of Tenant under this Lease is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.

END OF TERM /RENEWAL

This lease does not auto-renew. Landlord will have the right to show the premises with reasonable notice to Tenant at any time during this rental agreement. Tenant has the first right of renewal of to this unit until November 15th of the current lease term. After November 15th of this lease term, unit will be made available to any other person(s).

On expiration or other termination of the term of this Lease, Tenant shall immediately quit and surrender the premises to Landlord in as good condition as they were at the commencement of this Lease, ordinary wear excepted, and Tenant shall remove all of their property. The entire dwelling must be clean and free of insects, debris rubbish and carpets must be vacuumed and left odor free. Tenants must surrender all keys, garage door openers, security transmitters and the like and provide Landlord with a forwarding address.

DEFAULT

Notwithstanding any provisions to the contrary contained in this Lease, the Landlord may deliver a written three-day notice of cancellation of this Lease to Tenant, if any of the following conditions are applicable:

1. The Tenant defaults in the payment of rent or additional rent when due.
2. The Tenant defaults in the fulfillment of any of the covenants of this Lease and the default continues for seven days after written notice from Landlord to Tenant. If the default is such that it cannot be completely cured or remedied within ten days, the default provisions are applicable if the Tenant has not diligently commenced curing the default within the ten day period.
3. The Tenant is adjudicated bankrupt, insolvent, or placed in receivership or proceedings are instituted against the Tenant for bankruptcy, insolvency, receivership, agreement or composition, or assignment for the benefit of creditors.

On the expiration of the three-day notice period, this Lease shall expire as fully and completely as if the expiration of the three-day period were the day fixed for the end of this Lease, and the Tenant shall quit and surrender the premises to the Landlord.

RISK OF LOSS:

Landlord shall not be liable for any loss by reason of damage, theft or otherwise to the contents, belongings and personal effects of the Tenant or their guests located in or about the Premises, or for damage or injury to Tenant' or Tenant's family, agents, employees, guests or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage or injury caused by its own negligence or willful conduct.

LIENS:

The interest of the Landlord shall not be subject to liens for improvements by the Tenant as provided in Section 713.10 Florida Statutes. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

SUBORDINATION:

This Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

FEES AND EXPENSES

If Tenant defaults in the performance of any term or covenant required under this Lease, the Landlord may immediately or at any time after the default and without notice to the Tenant, perform the obligation. The Landlord's expenses or obligation for the payment of money, including attorneys' fees, in instituting, prosecuting, or defending any action or proceeding including interest and costs, are additional rent and due and payable by Tenant to Landlord within three days following the presentation of a bill or statement to Tenant. If the lease term has expired at the time the Landlord makes these expenditures or incurs these obligations, the amounts are recoverable by the Landlord from the Tenant as damages.

Tenant(s) _____

For Landlord: _____
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SERVICEMEMBER:

If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve forces, the Tenant has rights to terminate this Lease as provided in Section 83.682, Florida Statutes.

INTERRUPTION OF SERVICE

Interruption or failure of any service in the building, if due to causes beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any reduction in rent, and shall not constitute eviction unless Landlord shall fail to take measures as may be reasonable in the circumstances to restore the service without undue delay.

DESTRUCTION OF PREMISES AND EMINENT DOMAIN

In the event the leased premises are destroyed or rendered untenable by fire, storm, hurricane, or other casualty not caused by the negligence of Tenant, or if the premises are taken by eminent domain, this Lease shall be at an end from that time, except for the purpose of enforcing rights that may have already accrued under this Lease. The rental shall then be accounted for between Landlord and Tenant up to the time of the injury, destruction, or taking of the premises, with Tenant paying up to that date and Landlord refunding the rent collected beyond that date.

ABANDONMENT

If at any time during the term of this Lease, Tenant abandons the premises, Landlord may reenter the premises, by any means, without being liable for any prosecution, and without becoming liable to Tenant for damages or for any payment of any kind whatever. The Landlord may, as agent for Tenant, relet the premises for the whole or any part of the then expired term, and may receive and collect all rent payable by virtue of the reletting. The Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for the period realized by Landlord by means of the reletting.

If the Tenant surrenders or abandons the premises, the Landlord shall not be liable or responsible for storing or disposing of any of the Tenant's personal property remaining on the premises.

In the absence of actual knowledge of abandonment, the Landlord may presume that the Tenant has abandoned the premises if Tenant is absent from the premises for a period of 15 days unless the rent is current or the Tenant has notified the Landlord in writing of an intended absence.

VEHICLES AND PARKING

Tenant shall not keep or permit to be kept on the leased property any junk vehicle, vehicle on which current registration plates are not displayed, nor shall there be any repair or extraordinary maintenance of vehicles on the property. All vehicles kept on or about the property must be parked in accordance with state and local laws. Landlord will not be responsible for any theft, vandalism, damage, or towing of vehicles.

There will be _____ unassigned parking spots/decal(s) included for this lease.

There will be _____ assigned parking spots included for this lease.

RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

LEAD-BASED PAINT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Tenant(s) _____

For Landlord: _____
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MISCELLANEOUS:

1. Time is of the essence in the performance of each party’s obligations under this lease.
2. This lease shall be binding upon the benefit of the heirs, personal representatives, successors and permitted assignees of the Landlord and Tenant, subject to the requirement specifically mentioned in this lease.
3. Whenever used, the singular number shall include the plural or the singular and the use of any gender shall include all appropriate genders
4. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
5. No agreements to accept or surrender the Premises from Tenant will be valid unless in writing and signed by the Landlord and Tenant.
6. All questions concerning the meaning, execution, construction, effect, validity and enforcement of the Tenant shall be determined pursuant to the laws of Florida
7. The place for filing any suits or other proceedings with respect to this lease shall be in Alachua County Florida.
8. Landlord and Tenant will use good faith in performing their obligations under the lease.

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.

Tenants:

_____	_____	_____	_____
Tenant Signature	Date	Tenant Signature	Date

Print: _____	Print: _____
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_____	_____	_____	_____
Tenant Signature	Date	Tenant Signature	Date

Print: _____	Print: _____
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_____	_____	_____	_____
Tenant Signature	Date	Tenant Signature	Date

Print: _____	Print: _____
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For Landlord

_____	_____
Signature	Date

Print: _____



Walk to Class at UF!

Tenant(s) _____

For Landlord: _____