MONTH-TO-MONTH RENTAL AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into this \_\_\_\_\_\_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Landlord”)

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Tenant”).

W I T N E S S E T H :

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County,

Florida, such real property having a street address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the “Premises”).

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Commencement Date”). [check either A or B]:

\_\_\_\_ A. Month-to-Month: This Agreement shall continue as a month-to-month tenancy. If at any time Tenant desires to

terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate. Such notice to

terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. If at any time

Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to

terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any

calendar day, irrespective of Commencement Date.

\_\_\_\_ B. Lease: This Agreement shall continue as a lease for term. The termination date shall be on (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances

occur: (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed

agreement; (ii) local rent control law mandates extension of the tenancy; or (iii) Landlord willingly accepts new Rent from

Tenant, which does not constitute past due Rent. In the event that Landlord accepts from Tenant new rent, a month-to-month

tenancy shall be created. Either party may terminate this month-to-month tenancy by following the procedures specified in

paragraph 1A. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as

outlined in this Agreement shall remain in full force and effect.

2. RENT. Under the terms of this Agreement, “Rent” shall consist of all monetary obligations owed to Landlord by Tenant in

accordance with this Agreement. However, the Damage Deposit shall not be considered Rent. Tenant shall pay to Landlord

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and

shall be considered advance payment for that month. If not remitted on the 1st, Rent shall be considered overdue and delinquent

on the 2nd day of each calendar month. In the event that the Commencement Date is not the 1st of the calendar month, Rent

payment remitted on the Commencement Date shall be prorated based on a 30-day period.

Acceptable forms of payment of Rent to Landlord shall be [check all that apply]: \_\_\_\_ personal check, \_\_\_\_ money order, \_\_\_\_

cashier’s check, or \_\_\_\_ other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Payment shall be made to Landlord under the

following name and address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In the event that any payment by Tenant is returned for insufficient funds (“NSF”) or if Tenant stops payment, Landlord may

require in writing that Tenant pay Rent in cash for three months, and that all future Rent payments shall be remitted by Tenant to

Landlord by money order or cashier’s check.

3. 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.

 Tenant(s): \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_ Landlord(s) or Landlord Representative: \_\_\_\_\_\_, \_\_\_\_\_\_ Page 2 of 6

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 noninterest

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 Floridalicensed

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 an 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).

4. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant’s immediate family, consisting of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, exclusively, as a private

single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the

purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family

dwelling. Tenant shall not allow any other person, other than Tenant’s immediate family or transient relatives and friends who

are guests of Tenant, to use or occupy the Premises without first obtaining Landlord’s written consent to such use. Tenant shall

comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities

affecting the cleanliness, use, occupancy and preservation of the Premises.

5. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they

are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Agreement, or sub-let or grant any license to use the

Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, subletting

or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, subletting

or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be

absolutely null and void and shall, at Landlord’s option, terminate this Agreement.

7. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises

or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any

and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise

provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the

Premises at the expiration or earlier termination of this Agreement.

 Tenant(s): \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_ Landlord(s) or Landlord Representative: \_\_\_\_\_\_, \_\_\_\_\_\_ Page 3 of 6

8. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant upon the

commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability,

but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to

give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental

herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its

agents, then this Agreement and all rights hereunder shall terminate.

9. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive

character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous

or extra hazardous by any responsible insurance company.

10. UTILITIES. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

11. MAINTENANCE AND REPAIR; RULES. 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.

12. INSURANCE. Landlord, Landlord’s agent or manager, or, if applicable, the Condominium or Homeowners’ Association, are

not responsible for insuring Tenant’s or Tenant’s permitted visitors’ personal property and vehicles against loss or damage due to

theft, vandalism, fire, water, rain, criminal or negligent acts of others, or any other cause. Landlord has advised Tenant to carry

Tenant’s own insurance (renter’s insurance) to protect Tenant from any such loss or damage. The parties agree that, upon

notification by Landlord, Tenant shall take all actions necessary to avoid: (i) an increase in Landlord’s insurance premium (or

Tenant shall pay for the increase in premium); or (ii) loss of insurance.

13. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm,

earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for

the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for

by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to

such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered

uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In

the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the

injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after

which the full rent shall recommence and the Agreement continue according to its terms.

14. INSPECTION OF PREMISES. Landlord and Landlord’s agents shall have the right at all reasonable times during the term of

this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and

improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by

Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the

 Tenant(s): \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_ Landlord(s) or Landlord Representative: \_\_\_\_\_\_, \_\_\_\_\_\_ Page 4 of 6

Premises and to display the usual “for sale”, “for rent” or “vacancy” signs on the Premises at any time within forty-five (45) days

before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures,

alterations, or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

15. SUBORDINATION OF LEASE. This Agreement and Tenant’s interest are and shall be subordinate, junior and inferior to any

and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such

mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or

encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. TENANT’S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural

expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be

subject to all of the terms and conditions hereof except that rent shall then be due and owing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_) per month and except that

such tenancy shall be terminable upon thirty (30) days written notice served by either party.

17. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state

and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the

elements excepted.

18. ANIMALS. 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.

19. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant’s

performance of all Tenant’s agreements contained herein and Tenant’s observance of all rules and regulations, shall and may

peacefully and quietly have, hold and enjoy said Premises for the term hereof.

20. INDEMNIFICATION. LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE

TENANT, TENANT’S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON

ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR

EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A

PART, AND TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY

AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS

NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY TENANT, TENANT’S FAMILY,

GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT

ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD,

WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND TENANT HOLDS HARMLESS

THE LANDLORD FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY

DAMAGE OR INJURY TENANT ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR

SURROUNDING THE PREMISES.

21. DEFAULT. If Landlord determines that the Tenant is in default of this Agreement, Landlord shall provide Tenant with a notice

of default, and Tenant shall have a limited number of days to cure the default unless otherwise excepted: (a) for the failure to pay

rent when due, Tenant shall have three (3) days to cure; (b) for activities in contravention of this Agreement (including but not

limited to having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such

parking; or failing to keep the premises clean and sanitary), the Tenant shall have seven (7) days to cure. If Tenant fails to cure

the default within the required time frame, Landlord may immediately terminate this Agreement, and Tenant shall immediately

vacate the Premises and shall return the keys to Landlord. However, if Tenant’s default is of a nature that Tenant should not be

given an opportunity to cure the default (including but not limited to destruction, damage, or misuse of Landlord's or other

tenants' property by intentional act or a subsequent or continued unreasonable disturbance), or if the default constitutes a

subsequent or continuing default within twelve (12) months of a written warning by Landlord of a similar violation, Landlord

may deliver a written notice to Tenant specifying the default and Landlord's intent to terminate this Agreement. In such event,

Landlord may terminate this Agreement, and Tenant shall have seven (7) days from the date that the notice is delivered to vacate

the premises. In addition, if this Agreement is terminated pursuant to this paragraph, Landlord may, at Landlord's option, declare

the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies

available to Landlord at law or in equity.

 Tenant(s): \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_ Landlord(s) or Landlord Representative: \_\_\_\_\_\_, \_\_\_\_\_\_ Page 5 of 6

22. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of

when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a “late fee” in the amount of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

23. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof,

Landlord may, at Landlord’s option, obtain possession of the Premises in the manner provided by law, and without becoming

liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord’s discretion, as agent for

Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired

term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord’s option, hold Tenant liable for any

difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this

Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord’s

right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal

property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all

such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

BY SIGNING THIS AGREEMENT, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED

BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR

DISPOSITION OF THE TENANT’S PERSONAL PROPERTY.

24. ATTORNEYS’ FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or

covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so

incurred, including a reasonable attorneys’ fee.

25. RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office. In the

event that Tenant shall record this Agreement, this Agreement shall, at Landlord’s option, terminate immediately and Landlord

shall be entitled to all rights and remedies that it has at law or in equity.

26. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of Florida.

27. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be

invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or

circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

28. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of

the heirs, legal representatives, and assigns of the parties hereto.

29. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not

intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

30. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

31. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant’s duties

and liabilities hereunder.

32. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this

Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of

the parties hereto.

33. WAIVER OF JURY TRIAL. LANDLORD AND TENANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY

TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT, SPECIFICALLY BUT

NOT LIMITED TO, ANY ISSUES INVOLVING TENANT’S TENANCY.

34. RADON NOTIFICATION. Pursuant to Florida Statute 404.056(8), Tenant is notified: “RADON GAS: Radon is a naturally

occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons

who are exposed to it over time. Levels of radon gas 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.”

35. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if

sent by United States certified mail, return receipt requested, addressed as follows:

 Tenant(s): \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_ Landlord(s) or Landlord Representative: \_\_\_\_\_\_, \_\_\_\_\_\_ Page 6 of 6

If to Landlord to: If to Tenant to:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Landlord’s Name] [Tenant’s Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Landlord’s Address] [Tenant’s Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by

written notice thereof to the other party. TENANT HEREBY WAIVES HIS OR HER RIGHT TO NOTICE PURSUANT TO

FLORIDA STATUTE 715.104.

36. ADDITIONAL PROVISIONS; DISCLOSURES. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Landlord should note above any disclosures about the premises that may be required under Federal or Florida law, such as known lead-based paint hazards in the

Premises. The Landlord should also disclose any flood hazards.]

Landlord:

LANDLORD (“LANDLORD”):

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LANDLORD (“LANDLORD”):

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant:

TENANT (“TENANT”):

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT (“TENANT”):

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT (“TENANT”):

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT (“TENANT”):

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_