

Rental Agreement

THIS AGREEMENT is hereby entered into between (OWNER/ MANGAGER) \_\_\_\_\_, and (TENANT) \_\_\_\_\_,

for the rental of the property at: \_\_\_\_\_, under the following terms and conditions.

1. COMMENCING This rental agreement shall begin on \_\_\_\_\_, \_\_\_\_\_ and will continue on a month-to-month basis until the first day of \_\_\_\_\_,

2. OWNER OWNER/MANAGER may be contacted at \_\_\_\_\_

3. CHARGES GROSS RENTAL amount per month, due in advance by 5 P.M. is \$\_\_\_\_\_ payable on the \_\_\_\_\_ day of each month. The gross rental amount includes the utilities \$\_\_\_\_\_ and sales tax \$\_\_\_\_\_. 15% LATE CHARGE is due and payable if the rent is paid 5 days or more after due date \$\_\_\_\_\_. NOTE: No excuses will be accepted if payment is late; not ill health, loss of job, financial emergency or "It is in the mail." There are absolutely no exceptions to this rule. Tenant fully understands that late payment of rent will automatically be cause for termination of tenancy. A charge for delivery of a RAY or VACATE (3) DAY NOTICE \$\_\_\_\_\_. If TENANT is served an unlawful detainer lawsuit, this charge will be in addition to court costs & process server's fees. \$\_\_\_\_\_. A dishonored check charge of \$\_\_\_\_\_ will be made for any dishonored check whatever the cause, and OWNER/MANAGER may refuse to accept personal checks thereafter. From time to time, the above rent will be adjusted to compensate for increases such as, but not limited to inflation, taxes and insurance.

4. APPLIANCES The above rental payment excludes all appliances not permanently affixed. In the event they fail to function after occupancy begins, the TENANT may have them repaired at his own cost or request OWNER/MANAGER to remove them.

5. PAYMENT TENANT will bear responsibility for payment. TENANT is encouraged to deposit in the mail at least one week prior to their due date, and agrees to bear full responsibility if rent is not delivered on time, REGARDLESS OF REASON. Rent is considered as unpaid until actually received by the OWNER/MANAGER.

6. DISCOUNT For assuming full responsibility for minor maintenance and repairs up to \$\_\_\_\_\_ and when rent is paid by the due date, tenant earns a DISCOUNT per month of \$\_\_\_\_\_ NET RENT after the discount is earned and deducted is \$\_\_\_\_\_. Discount is automatically lost if

rent is paid after due date or if tenant calls OWNER/MANAGER about any repair before spending the deductible amount.

**7. RESIDENTS** Premises shall be occupied only by the following person(s):  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_.

TENANT shall immediately notify OWNER/MANAGER if any other person shall occupy residence and shall pay an additional \$100.00 per month per resident unless prior permission is received in writing from OWNER/MANAGER.

**8. TERMINATION** Either party may terminate this agreement with a written 30-day notice.

Initials: TENANT \_\_\_\_\_

**9. PETS** No pets will be allowed in or about premises except \_\_\_\_\_ . TENANT agrees to accept full responsibility for any damages or injury caused by any animal on premises, whether listed above or whether owned by tenant or not. TENANT agrees to hold OWNER/MANAGER harmless from any such liability caused by any animal on premises, regardless of cause, and to pay any attorney fees or damages to OWNER/MANAGER sustained or resulting from the actions of said pets. TENANT shall pay an additional \$100.00 per month for any additional pet not listed herein.

**10. DUTIES** TENANT agrees to:

- a. Not violate any Governmental Law in the use of the premises.
- b. Not commit waste and to keep the premises clean and sanitary and in good repair.
- c. To keep the grounds neat and clean, grass mowed, and bushes and shrubbery neatly trimmed.
- d. To operate any heating and cooling system in a safe and reasonable manner, including
  - a. changing the filters every 30 days.
- e. To protect the OWNER/MANAGER'S property against damage, loss, removal, or theft, and
  - b. to reimburse owner for same. TENANT shall pay for cost to repair, replace or rebuild any portion of premises damaged by the TENANT, guests, or invitees.
- f. Not to disturb or interfere any other resident or neighbor with loud music, parties or inappropriate behavior.
- g. To allow the OWNER/MANAGER access to the premises for the purpose of inspecting, repairing or showing the property, or for any other reason deemed necessary by the OWNER/MANAGER. In the event of an emergency, OWNER/MANAGER may enter premises unannounced and without notice.
- h. To keep the grounds neat and clean, grass mowed, and bushes and shrubbery neatly trimmed

- 11. UTILITIES** TENANT shall pay all utilities including: water, sewer, garbage, gas, electricity, and telephone charges. TENANT shall pay OWNER/MANAGER the sum of \$ \_\_\_\_\_ monthly for water and sewer, which is included in the rent.
- 12. INSURANCE** OWNER/MANAGER shall not be liable for any loss or damage of TENANT to any of TENANT'S property, regardless of cause. Said property is not insured by OWNER/MANAGER. TENANT shall bear risk of loss for his own property and for all of OWNER/MANAGER'S property except where prohibited by law, during the term of this agreement. TENANT shall purchase a "renter's insurance policy" or will self-insure TENANT'S personal property.
- 13. REMOVAL** Any removal of OWNER/MANAGER'S property without express written permission shall constitute a cause for termination of tenancy.
- 14. INSPECTION** TENANT has inspected subject property and hereby agrees that everything is in a satisfactory condition. OWNER/MANAGER has provided tenant with an Inspection Record, and TENANT will return same within three (3) days.
- 15. INVENTORY** TENANT agrees to thoroughly inspect the premises and to report any and all defects on said Rental Inventory Checklist. TENANT understands that any item not marked as defective on this list will be presumed to be operational, and that repair will be made to that item and subtracted from security deposit upon vacating. Evidence of any potential safety or fire hazard or termite infestation is of particular importance and should be reported immediately. If this Rental Inventory Checklist is not received by OWNER/MANAGER within three (3) days after taking possession of the premises, it will be presumed that all items are operational and in satisfactory condition, time being of the essence.  
Initials: TENANT \_\_\_\_\_
- 16. REPAIRS** For value received, TENANT shall do all the minor maintenance up to \$ \_\_\_\_\_ per month for any repair on the property. See MINOR MAINTENANCE AGREEMENT for additional details. OWNER/MANAGER will not pay for any repairs or materials or services contracted by tenant. Any repairs made by TENANT shall be permanent and any materials used in these repairs shall become a part of the property, including but not limited to: linoleum, vinyl, tile, carpet, fan, shelves, closet shelving, plumbing fixtures and faucets, switch plates, locks, door knobs, handles, and racks.
- 17. DAMAGE** TENANT agrees to pay OWNER/MANAGER for any damage to property including, but not limited to: lawn and shrubbery due to lack of water; water and wind damage, fire, hail, broken windows or any other damage caused by abuse or neglect by TENANT during the term of this agreement.

**18. VEHICLES**

TENANT agrees to maintain vehicles, and not to store any automobile, trailer, motorcycle or any other vehicle in a non-running condition on the premises for a period of longer than seven (7) days. After that period, OWNER/MANAGER may cause said vehicle to be towed to a storage yard at vehicle owner's expense. TENANT HEREBY AUTHORIZES OWNER TO TOW ANY VEHICLE PARKED ON THE LAWN OR ANY OTHER PORTION OF THE PREMISES THAT IS NOT NORMALLY DESIGNED AS A DRIVEWAY TO A STORAGE YARD AT TENANT'S EXPENSE. TENANT agrees not to park or store a motorhome, recreational vehicle, boat or trailer of any type on the premises without the written permission of the OWNER/MANAGER

**19. LOCKS**

Locks will not be installed on the premises without written permission of OWNER / MANAGER. If any additional locks are installed, tenant shall give OWNER/MANAGER a duplicate key. Failure to do so will constitute a cause for termination of tenancy

**20. SUB-LEASING**

Under no circumstances may this contract be assigned. Tenant shall not sublet any portion of the premises without written consent. Violation of this provision shall constitute a cause for termination of tenancy

**21. ABANDONMENT**

The Owner/Manager reserves the right to store or dispose of any of resident's property remaining on the property after the termination of this agreement. Any such property shall be considered the Owner's property and title shall vest in the owner

**22. RADON**

"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

**23. ATTORNEY FEES**

TENANT agrees to pay all expenses of Sheriff's Deputies, Process Server, Service of Notice fees, Attorney's fees and Court costs

**24. HARMLESS**

TENANT agrees to accept full liability for any accidents and to hold the OWNER/MANAGER harmless. If any person who is voluntarily given access to the premises by the TENANT shall be injured or harmed in any manner whatsoever and that person shall file an action against the OWNER/MANAGER, TENANT agrees to defend OWNER/MANAGER and to pay all attorney's fees and damages

Initials: TENANT \_\_\_\_\_

**25. ACCESS FEE**

TENANT(s) to pay the sum of \$\_\_\_\_\_ for access fee.

Release of this fee is subject to the following provisions

- a. Formal written notice of intent to vacate has been received by OWNER/MANAGER 30 days prior to vacating

- b. There is no damage to house and grounds beyond normal wear and tear.
- c. The dwelling, including range, refrigerator, bathrooms, closets, and cupboards are clean and the refrigerator is defrosted
- d. No unpaid late charges, extra visitor charges or rent remains outstanding
- e. All keys are returned
- f. All debris, rubbish and garbage have been removed from premises
- g. Forwarding address has been left with OWNER/MANAGER
- h. Carpets are professionally cleaned
- i. House is ready for occupancy

The above conditions must be met regardless of condition of house when TENANT took occupancy. If TENANT took occupancy with house in condition less than above, it is assumed that such occupancy was for value received, and that property will be left as agreed above.

Once the above conditions have been met to the satisfaction of the OWNER/MANAGER and any costs of labor and materials or repairs, along with any other charges due OWNER / MANAGER are paid, the OWNER/MANAGER will mail the balance of the fee within the period prescribed by law to the forwarding address TENANT has provided.

**SPECIAL NOTE:** TENANT UNDERSTANDS THAT THE ACCESS FEE IS NOT TO BE CREDITED TO THE LAST MONTH'S RENT. He understands that if he gives notice to vacate or is requested to vacate and does not keep the rent current through the vacated date, he will be served a three-day notice and eviction will begin. In that event, he will have to pay the applicable charges as listed in paragraph 3 of this agreement, and will AUTOMATICALLY lose the discount for that month. He understands that charges for attempting to use such access fee for rent may exceed \$150.00.

**26. MISC.**

Words denoting sex of OWNER/MANAGER or TENANT include both sexes, and the singular includes the plural. This Rental Agreement represents the total agreement between parties, and if a part of this contract shall be found to be in violation of the law, all other parts of it shall remain in full force and effect

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_,  
Florida  
Tenant Signature \_\_\_\_\_

Owner/Manager Signature \_\_\_\_\_