

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into this ____ day of _____, 201__, by and between _____ ("Landlord"), with an address of _____, and _____ (collectively "Tenants") with an address of Unit _____, 150 East Robinson Street, Orlando, Florida 32801.

Upon execution hereof, the Tenants shall pay the Landlord the following sums, in accordance with the provisions hereinafter set forth:

Pro-rated Rent \$ _____	First Month's Rent \$ _____
Last Month's Rent \$ _____	Security Deposit \$ _____
Pet Deposit \$ _____	Other \$ _____
Total \$ _____	

1. **PREMISES, TERM**

Landlord leases to Tenants a residential condominium unit more particularly described as: Unit ____, 150 East Robinson Street, Orlando, Florida 32801 (the "Premises") for a term of _____, commencing on the ____ day of _____, 201__, and ending on the ____ day of _____, 201__ (the "Term").

2. **RENT**

Total Rent for the Term is \$_____ based on a monthly rental of \$_____. The rent is payable in monthly installments without any deduction or prior notice, payable in advance on the first day of each month during the Term, at the address of Landlord hereinabove set forth or such other place as Landlord may designate. Upon execution hereof, Tenants shall pay first month's rent, any pro-rated rent for a partial month, and security deposit as hereinafter set forth, unless otherwise specified herein. If any payment due under this Lease is not received by Landlord by the fifth day after it is due, Tenants shall pay a late charge of One Hundred Dollars (\$100.00) which shall be considered additional rent. In the event a check of Tenants' is returned, there shall be an additional bad check charge of \$35.00 or five percent (5%) of the amount of the check, whichever is greater. If Tenants terminate the Lease or defaults hereunder for any reason, then any deficit amount then due and owing shall be immediately due and payable by Tenants.

3. **OCCUPANCY**

The Premises shall be occupied only by the named Tenants for residential purposes only. The Premises may not be used for illegal immoral, or improper purposes. Should Tenants want to have other persons living at the Premises, Tenants shall obtain the written authorization of Landlord. Landlord reserves the right to terminate the authorization with thirty (30) days notice; unless physical harm to either Tenants or the Premises is indicated, in which case the notice period shall then be twenty-four (24)

hours. The Premises consists of a condominium unit within The Vue, a Condominium (the "Condominium"). The Premises, Tenant, all occupants of the Premises and the Condominium are or will be subject to that certain Declaration of Condominium of the Vue at Lake Eola, a Condominium, which was recorded in Official Records Book 9444, Page 3009, Public Records of Orange County, Florida, and as may have been subsequently amended and/or supplemented from time to time (collectively, the "Declaration"). The Premises, Tenant, all occupants of the Premises and the Condominium are or will also be subject to those certain rules and regulations of the Association, as those rules and regulations may be amended, modified and/or revised from time to time. Tenants hereby acknowledge, understand and agree that a material condition of this Lease shall be Tenants' and/or all occupants of the Premise's full and complete compliance with the covenants, terms, conditions, obligations, requirements, rules, regulations and/or provisions of the Declaration, the Association's Articles of Incorporation, the Association's By-Laws, the Association's Rules and Regulations, Chapter 718 of the Florida Statutes and/or other applicable provisions of any agreement, document or instrument governing the Condominium and/or administered by the Association. Tenants hereby acknowledge and agree that Tenants have received a full and complete set of the Condominium's governing documents, including without limitation, the Declaration. Tenants hereby further acknowledge and agree that Tenants have received a full and complete set of the Association's Rules and Regulations. Tenants acknowledge, understand and agree that it is the responsibility and/or obligation of Tenants and/or all occupants of the Premises to know the contents of the Declaration and/or the Association's Rules and Regulations in order to follow, adhere and/or abide by the terms, conditions, requirements, provisions and/or covenants contained therein.

4. **SECURITY DEPOSIT**

Upon execution of this Lease, Tenants deposit with Landlord \$_____.00, receipt of which is acknowledged by Landlord, representing a deposit for the faithful performance of this agreement by Tenants. Deposit monies may be utilized by Landlord to make any necessary repairs or maintenance to the unit after the termination of the Lease. However, damages are not limited to the amount of the Deposit and Tenants will be personally liable for any additional amounts expended by Landlord for repairs or maintenance after the termination of the Lease. Further, Landlord may utilize the deposit monies to pay unpaid rents in the event Tenants fail to pay any rental payments due herein. Tenants may not apply any of the security deposit toward rent.

5. **ASSIGNMENT AND SUBLETTING**

Tenants shall not assign the Lease, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be used or occupied by any one other than Tenants without the prior written consent of Landlord.

6. **REPAIRS**

Tenants shall take good care of the Premises and Landlord's appliances and furnishings therein, and shall maintain them in good order and condition, ordinary wear and tear

excepted. Landlord may repair, at the expense of Tenants, all damage or injury to the Premises resulting from the misuse or negligence of Tenants, a member of Tenants' family, or other person on the Premises with Tenants' consent. The cost of such repairs shall be paid by Tenants to Landlord as additional rent within five (5) days of rendition of Landlord's bill concerning such costs. There shall be no allowance to Tenants and no liability on the part of Landlord by reason of inconvenience or annoyance arising from the making of any necessary repairs, alterations, additions or improvements to the Premises or any portion of the building in which the Premises are located, unless such are done wholly for convenience of Landlord and substantially disrupt Tenants' quiet enjoyment.

7. **UTILITIES**

The monthly rental amount does not include telephone, electricity or chilled water. The Landlord shall supply water, sewer, garbage collection and basic cable utilities.

8. **OBLIGATIONS OF TENANT**

(a) Tenants shall be responsible for all conditions created or caused by the negligent or wrongful act or omission of Tenants, a member of their family, or other person on the Premises with Tenants' consent.

(b) Tenants, at all times during the tenancy, SHALL:

(i) Keep the Premises clean and sanitary, remove all garbage in a clean and sanitary manner and keep all plumbing fixtures clean and sanitary and in repair.

(ii) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, cooking, ventilating, air-conditioning and other such facilities, appliances and equipment.

(iii) Conduct himself or herself, and require persons on the Premises with Tenants' consent to conduct themselves in a manner that does not unreasonably disturb Tenants' neighbors or constitute breach of the peace.

(iv) Comply with all present and future laws, orders and regulations of Federal, State, County and municipal authorities which affect the use occupation of the Premises.

(v) Prior to the expiration of the Lease, at Tenants' own cost and expense, remove any wall covering or any attachments Tenant may have installed.

(c) Tenants, at all time during the tenancy, SHALL NOT

(i) Destroy, deface, damage or remove any part of the Premises or property therein belonging to Landlord, or permit any person to do so.

(ii) Commit waste on the Premises, or maintain or permit to be maintained a nuisance thereon.

(iii) Make any changes, alterations or improvements of any kind in or to the Premises without Landlord's prior written consent.

(iv) Place or keep any water filled furniture on Premises.

9. **PETS**

Tenants are _____ permitted to keep _____ at the Premises.

10. **DEFAULT**

(a) If Tenants fail to keep any of Tenants' agreements mentioned in the Lease or any side letter executed in connection therewith, other than Tenants' agreement to pay rent, or if Tenants engage in objectionable conduct, or if the Premises are damaged because of negligence or misuse by Tenants, a member of their family or other person on the Premises with his or her consent, then in any one or more of such events, Landlord may serve upon Tenants the seven (7) day notice referred to in Section 83.56(2). Florida Statutes, and if such default of Tenants has not been cured and corrected or objectionable conduct stopped within said seven (7) day period, then at the end of said seven (7) days, Landlord may use Landlord's option, either (i) terminate the Lease by serving Tenants a three (3) day notice of Landlord's election to do so and upon the expiration of said three (3) days the Lease shall terminate and Landlord shall retake possession of the Premises for its own account, or (ii) retake possession of the Premises for the account of Tenants, who shall remain liable to Landlord; and in either event Tenants shall give up the Premises to Landlord.

(b) If Tenants shall default in the payments of the rent, and such default shall continue three (3) days after the giving of the written three (3) day notice referring to in Section 83.56(3) Florida Statutes, Landlord may at Landlord's option, either (i) terminate the Lease, and retake possession of the Premises for its own account, or (ii) retake possession of the Premises for the account of Tenants, who shall remain liable to Landlord; and in either event Tenants shall give up the Premises to Landlord.

(c) In the event that Landlord exercises a right of re-entry, Tenants do waive any claim, except for gross negligence arising from said re-entry, including but not limited to claims from damages caused by Landlord, its employees or agents.

11. **BREACH OR EARLY TERMINATION BY TENANT**

If Tenants fail to keep any of Tenants' agreements mentioned in the Lease or any side letter executed in connection therewith and Landlord has obtained a writ of possession for the Premises, or Tenants have abandoned the Premises prior to the end of the Term (the parties acknowledging that Tenants shall have a right to terminate the tenancy early as described in section 1, Landlord may either (i) treat the Lease as terminated and retake

possession for its own account, thereby terminating any further liability of Tenants; (ii) retake possession of the Premises for the account of Tenants, holding Tenants liable for the difference between the rent stipulated to be paid under the Lease and what Landlord is able to recover from a reletting the Premises. If Landlord retakes possession, Landlord has a duty to exercise good faith in attempting to relet the Premises, and any rent received by Landlord as a result of the reletting must be deducted from the balance of rent due from Tenants. The term "good faith in attempting to relet the premises" means that Landlord uses at least the same efforts to relet the Premises as were used in the initial rental or at least the same efforts as Landlord uses in attempting to rent other similar dwelling units but does not require Landlord to give a preference in renting the Premises over other vacant dwelling units that Landlord owns or has the responsibility to rent; or (iii) stand by and do nothing, holding the Tenants liable for the rent as it comes due.

12. **DESTRUCTION OF PREMISES**

(a) If the Premises are damaged or destroyed so that the enjoyment of the Premises is substantially impaired, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Premises have been repaired or restored by Landlord, provided, however, that in the event of such substantial impairment, Landlord or Tenants shall have the right to terminate the term of the Lease by giving notice to the other of his exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in the notice, (which shall be not more than fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease. If Tenants exercises the option to terminate the Lease, Tenants must immediately vacate the Premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the Premises, and the Lease shall not terminate.

(b) If the Premises shall be partially damaged or partially destroyed, without substantial impairment of Tenants' enjoyment of the Premises, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the Premises which is usable by Tenants. Landlord shall not be liable for any inconvenience or annoyance to Tenants resulting in any way from such damage or the repair thereof, if Premises are partially damaged or partially destroyed as a result of the purposeful wrongful or grossly negligent act of Tenants, a member of Tenants' family, or other person on the Premises with Tenants' consent, there shall be no apportionment or abatement of rent.

13. **END OF TERM, ABANDONED PROPERTY**

At the end of the term, Tenants shall vacate and surrender the Premises to Landlord, broom clean and in as good condition as they were at the beginning of the term, except for ordinary wear and tear, and Tenants shall remove all of Tenants' property. All property, installations and additions to be removed by Tenants at the end of the term which remain in the Premises after Tenants have vacated shall be considered abandoned

by Tenants and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenants' expense.

14. **WAIVER OF TRIAL BY JURY**

LANDLORD AND TENANTS HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTERS WHATSOEVER ARISING OF A DISPUTE PERTAINING TO THE LEASE OR TENANTS' USE AND OCCUPANCY OF THE PREMISES, OTHER THAN AN ACTION FOR PERSONAL INJURY.

15. **QUIET ENJOYMENT**

Landlord agrees with Tenants that upon Tenants' paying the rent and performing all of terms, covenants and conditions of the Lease on Tenants' part to be performed, Tenants may peaceably quietly enjoy the Premises.

16. **LANDLORD'S RIGHT OF INSPECTION**

Landlord's right to enter the premises shall be governed by the provisions of Section 83.56, Florida Statutes, it being understood that hurricanes or severe weather warnings shall constitute an emergency under such section. Landlord and its agents shall not have the right to show the Premises to prospective tenants or buyers prior to termination of the Lease. Tenants hereby permit Landlord to have access to and enter the Premises at all reasonable and necessary times to inspect the Premises or for any purposes connected with the repair, improvement, care and management of the Premises.

17. **HOLDING OVER - DOUBLE RENT**

If Tenants hold over and continue in possession of the Premises, or any part thereof, after the expiration of the Lease without Landlord's permission, Landlord may recover double the amount of the rent due for each day Tenants hold over and refuse to surrender possession. Such daily rent shall be computed by dividing the rent for the last month of the Lease by fifteen (15).

18. **"AS IS"**

Tenants have inspected the Premises and are familiar and satisfied with its present condition. The taking of possession of the premises by Tenants shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken. Landlord makes no representation as to the condition or effectiveness of the locks, bolts, doors, windows or other security devices presently existing, in the Premises; and no representation is made as to the security of the Premises as a whole.

19. **NO WAIVER OF LEASE TERMS**

The failure of Landlord to take any action against Tenants for violation of any of the terms of the Lease shall not prevent a subsequent act of Tenants of a similar nature from being a violation of the Lease.

20. **INTERRUPTION OF SERVICE**

Interruption or failure of any service required to be furnished to Tenants by Landlord if due to causes beyond Landlord's control, shall not entitle Tenants to any allowance or reduction of rent.

21. **SUBORDINATION**

The Landlord shall have the right at any time and from time to time to place upon the Premises or any part hereof a mortgage or mortgages to any person or institution which shall be wholly prior to the rights of the Tenants under this lease; and the Tenants upon demand will execute any and all instruments deemed necessary or advisable to subordinate this Lease and Tenants' rights hereunder to such mortgages. If the Landlord should transfer its Premises or assets to another, the Tenants hereby consent to such transfer and agree that the Landlord upon such conveyance shall thereupon relieved of further liability hereunder.

22. **MAINTENANCE**

Landlord shall be responsible for maintenance of the Condominium common elements. Tenants shall be responsible for maintenance of the air conditioning, all appliances, and all other matters. Any clogs that occur from negligence of the Tenants (including, without limitation, by paper towels, feminine products, food, grease) must be cleared at Tenants' expense. If Tenants fail to do this, or make any other required repairs, Landlord has the right to enter the Premises to perform the necessary repairs, and charge the cost of the repairs back to the Tenants as additional rent.

23. **PERSONAL PROPERTY INSURANCE**

Landlord shall not be liable for any loss by reason of damage, theft or otherwise to the contents, belongings and personal effects of the Tenants, or Tenants' family, agents employees, visitors, or guests located in or about the Premises, or for damage or injury to such persons. Tenants hereby agree to obtain personal property insurance for the contents of the Premises and provide Landlord with a copy of same.

24. **RADON GAS**

As required by law, Landlord makes the following disclosure: Radon gas 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 Florida. Additional

information regarding radon and radon testing may be obtained from the county public health unit.

25. **SECURITY DEPOSIT FUNDS**

Landlord hereby declares and gives notice that all monies taken as security deposits are held in a Florida bank of its choosing. Upon vacating of the Premises for termination of the Lease, Landlord shall have fifteen (15) days to return the security deposit together with interest if otherwise required, or in which to give the Tenants written notice by certified mail to the Tenants' last known mailing address of its 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 your security deposit, due to _____. It is sent to you as required by § 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen (15) days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to _____. If the Landlord fails to give the required notice within the 15-day period, it forfeits its right to impose a claim upon the security deposit. Unless the Tenants object to the imposition of the Landlord's claim or the amount thereof within fifteen (15) days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of this claim and shall remit the balance of the deposit to Tenants within thirty (30) days after the date of the notice of intention to impose a claim for damages. If either party institutes an action in a court of competent jurisdiction to adjudicate his/her/its right to the security deposit, the prevailing party is entitled to receive his/her/its court costs plus a reasonable fee for their attorney.

26. **MISCELLANEOUS**

In the event of litigation, arbitration or other legal proceedings, including appeals, arising out of this Lease, the prevailing party shall be entitled to the award of reasonable attorney's fees and court costs, plus necessary costs of executing, enforcing and/or collecting any judgment. This Lease contains the entire agreement between the parties, and shall not be modified except in writing signed by the parties hereto. This Lease shall be binding upon the parties hereto, their respective heirs, executors, legal representatives, successors and assigns. Each party hereto has had the opportunity to consult with independent counsel, whether or not any party has elected to do so. Whenever the context permits, singular shall include plural and gender shall include all. All addenda and exhibits referred to herein are incorporated herein by reference. Where in conflict, typewritten provisions shall supersede printed provisions, and handwritten provisions shall supersede both. No indulgence extended by any party shall be deemed a waiver, nor shall a waiver regarding one breach be construed as a waiver relative to any subsequent breach. The parties shall execute such documents and shall take such further actions as may be reasonably necessary to give effect to the provisions of this Lease. In all matters arising out of this transaction, exclusive jurisdiction shall lie within the county or circuit court in and for Orange County, Florida. No agreement to accept surrender of

the premises from Tenants will be valid unless in writing and signed by the Landlord. The parties will use good faith in performing their obligations.

IN WITNESS WHEREOF, the parties have executed the Lease as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Printed Name _____ - "Tenant"

Printed Name _____

Printed Name _____ - "Tenant"

Printed Name _____

Printed Name _____ - "Landlord"

Printed Name _____

Printed Name _____ - "Landlord"

Printed Name _____