

Application Instructions & Lease Process

Read and sign the Resident Selection Criteria and all five forms provided in this package. If you do not meet **any item** of the criteria you can be declined. Provide a copy of your **photo ID** and **proof of income**. Missing or incomplete paperwork will result in your application **NOT** being processed. Rush applications are not accepted.

Use the checklist below to verify you have completed this application fully:

- Signed Application Instructions page
- Signed Resident Selection Criteria form
- Complete and sign Tenant Information form
- Completely fill out the Application for Residency form and sign
- Sign the Authorization to Release Consumer Information form
- Include current government issued photo ID for all adults
- Include proof of income.
- Include payment for credit/background check made out to Checkerboard Realty in the form of a money order or cashiers check. Fee is \$40 per adult or \$50 for a married couple. **This fee is non-refundable**

The application package should be put in a sealed envelope and delivered to Checkerboard Realty, Inc., 801 West Bay Dr., #420, Largo, FL, 33770. Give this to the 4th floor receptionist and she will notify me that it is there. The receptionist does not work for Checkerboard Realty and cannot answer questions about the application or leasing process. The credit/background check takes 1 to 2 business days.

Upon satisfactory completion of the credit and background you will be notified with an approval letter by email. A start date for the lease will be needed before the lease can be ordered. You will also be emailed the condo or HOA application if required. The lease will be ready in 2 to 3 business days.

The charge for lease preparation is \$25 and the charge for condo or HOA prep is \$15 payable to Checkerboard Realty by money order or cashiers' check. The condo or HOA application fee varies by community and is payable by personal check directly to the condo or HOA association. See the condo application for details.

At lease signing the following items are due:

- Security deposit made out to Checkerboard Realty in form of a money order or cashiers' check
- Condo or HOA application with fee if required

The condo /HOA application typically takes 10 to 14 business days for approval and signed copy of the lease is required to go with the application. You may be required to attend an interview before approval or move in.

The first months rent amount is due at move in. Proof of electric service must be established in your name before the keys will given.

A **sample** copy of the lease is provided with this package for your review. In the event multiple applications are received the highest and best prospect will be accepted.

TENANT IS STRONGLY URGED TO SECURE INSURANCE FOR PERSONAL PROPERTY.

Prospect : _____ Prospect : _____

Date : _____ Date : _____

RESIDENT SELECTION CRITERIA

1. All Adult applicants 18 or older must submit a **fully completed**, dated and signed residency application and fee if applicable. Applicant must provide proof of identity at time of application. Applicant may be required to be approved by a condo/homeowner's association and may have to pay an additional application fee or an additional security or damage deposit.
2. Applicants must have a combined gross income of at least three times the monthly rent. We reserve the right to require a co signer. A minimum of two years verifiable residential rental history is required.
3. Credit history and or Civil Court Records must not contain slow pays or late payments (last 5 years), judgments (last 5 years), eviction filing (last 5 years), any active collections (or within the last 5 years), liens or bankruptcy within the past 5 years.
4. Self employed applicants may be required to produce upon request 2 years of tax returns or 1099s and non employed individuals must provide verifiable proof of income.
5. All sources of other income must be verifiable if needed to qualify for a rental unit.
6. Criminal records must contain no convictions for the following:

Felonies of illegal manufacture or distribution of a controlled substance within the last 7 years.
Felonies for violent crimes, crimes resulting in bodily harm or intentional damage or destruction of property within the last 7 years.
No sexual offenses of any kind.
Crimes involving tenant's ability to pay rent including fraud and larceny,
Serious property crimes which may affect the security of other persons or property.
Crimes that indicate a threat to the health, safety or welfare of the community.

7. Previous rental history reports from landlords must reflect timely payment, sufficient notice of intent to vacate, no complaints regarding noise, disturbances or illegal activities, no unpaid NSF checks, and no damage to unit or failure to leave the property clean and without damage at time of lease termination.
8. No pets (with the exception of medically necessary pets for the benefit of the occupant(s)) of any kind are permitted without specific written permission of landlord in the lease document, an addendum to lease, a non-refundable pet fee acceptable to landlord and/or an additional pet deposit or additional security deposit. Fees and deposits are waived for medically necessary pets.
9. Mandatory minimum fees for cleaning, carpet cleaning, rekeying etc may be charged as per the lease. Resident(s) shall still be liable for amounts for damages, cleaning, re keying etc that exceed these minimum fees.
10. Applicants will be required to pay a security deposit at the time of lease execution in a minimum amount of one months rent. We reserve the right to require a higher security deposit and or additional prepaid rent.
11. The number of occupants must be in compliance with HUD standards/guidelines for the applied for unit.
12. We may require a holding or good faith deposit to be collected to hold a property off the market. In the event the application is approved and applicant fails to enter into a lease, the applicant shall forfeit this deposit. In the event the application is approved, this deposit shall be applied to the required security deposit.
13. Any exceptions to our company's criteria will need to be submitted in writing to the rental agent for presentation to the landlord for consideration. If approval is then given for such exceptions, additional security, co signers, and/or additional advance rent payments may be required.

Prospect signature: _____
Date: _____

Prospect signature: _____
Date: _____

DATE _____

CUSTOMER NUMBER _____

TENANT INFORMATION FORM

I / We _____, prospective
tenant(s) / buyer(s) for the property located at _____,

Managed By: _____ Owned By: _____,

Hereby allow TENANT CHECK and or the property owner / manager to inquire into my / our credit file, criminal, and rental history as well as any other personal record, to obtain information for use in processing of this application. I / we understand that on my / our credit file it will appear the TENANT CHECK has made an inquiry. I / we cannot claim any invasion of privacy or any other claim that may arise against TENANT CHECK now or in the future.

PLEASE PRINT CLEARLY

TENANT INFORMATION:

SPOUSE / ROOMMATE:

SINGLE _____ MARRIED _____

SINGLE _____ MARRIED _____

SOCIAL SECURITY #: _____

SOCIAL SECURITY #: _____

FULL NAME: _____

FULL NAME: _____

DATE OF BIRTH: _____

DATE OF BIRTH: _____

DRIVER LICENSE #: _____

DRIVER LICENSE #: _____

CURRENT ADDRESS: _____

CURRENT ADDRESS: _____

_____ HOW LONG?

_____ HOW LONG?

LANDLORD & PHONE: _____

LANDLORD & PHONE: _____

PREVIOUS ADDRESS: _____

PREVIOUS ADDRESS: _____

_____ HOW LONG?

_____ HOW LONG?

EMPLOYER: _____

EMPLOYER: _____

OCCUPATION: _____

OCCUPATION: _____

GROSS MONTHLY INCOME: _____

GROSS MONTHLY INCOME: _____

LENGTH OF EMPLOYMENT: _____

LENGTH OF EMPLOYMENT: _____

WORK PHONE NUMBER: _____

WORK PHONE NUMBER: _____

HAVE YOU EVER BEEN ARRESTED?
(CIRCLE ONE) YES NO

HAVE YOU EVER BEEN ARRESTED?
(CIRCLE ONE) YES NO

HAVE YOU EVER BEEN EVICTED?
(CIRCLE ONE) YES NO

HAVE YOU EVER BEEN EVICTED?
(CIRCLE ONE) YES NO

SIGNATURE: _____

SIGNATURE: _____

PHONE NUMBER: _____

PHONE NUMBER: _____

TENANT CHECK HOURS OF OPERATION:

MONDAY - FRIDAY : 9:00 a.m. - 5:30 p.m.

SATURDAY : 11:00 a.m. - 4:00p.m.

ALL ORDERS RECEIVED AFTER 5:00 p.m. (3:30 p.m. on Sat.) WILL BE PROCESSED THE NEXT BUSINESS DAY

TENANT CHECK FAX #: (727) 942-6843

IF THE WRONG SOCIAL SECURITY NUMBER IS SUBMITTED, A SECOND APPLICATION FEE WILL BE CHARGED TO RE-PULL THE REPORT.

A CREDIT REPORTING SERVICE PROVIDING CREDIT REPORTS FOR REALTORS / PROPERTY MANAGERS / APARTMENT COMPLEXES / MOBILE HOME PARKS / CONDOMINIUM ASSOCIATIONS / EMPLOYERS

APPLICATION FOR RESIDENCY

PLEASE FILL OUT COMPLETELY - THANK YOU

Please Tell Us about Yourself

Applicant		Last		First		Middle		Maiden		Date of Birth		Social Security #		Driver's License #									
Marital Status		Present Phone No. ()				9:00 to 5:00 CONTACT PHONE NO.: () Ext.																	
Have you ever had an eviction filed against you?		Yes		No		PETS (Keeping of pets requires a pet deposit and owner's consent)																	
Present Address		Street #		Name		Apt. #		City		State		Zip		Rent/Mortgage Pymt		Breed		Age		Weight			
Landlord Mtg. Co.		Name		Address		City		State		Zip		Phone No. ()		Own <input type="checkbox"/>		Rent <input type="checkbox"/>		Since / /					
Previous Address		Street #		Name		Apt. #		City		State		Zip		Rent/Mortgage Pymt		Own <input type="checkbox"/>		Rent <input type="checkbox"/>		Since / /			
Have you or any occupants ever been arrested for, convicted of, put on probation for, or had adjudication withheld or deferred for a felony offense?										Yes		No		If yes, please explain									

Please Tell Us about Your Job

Present Employer		Name		Business Address		City		State		Phone No. ()					
Position		Supervisor		Monthly Income						From / / to / /					
Previous Employer		Name		Business Address		City		State		Phone No. ()					
Position		Supervisor		Monthly Income						From / / to / /					

Please Give Us the Following Information

Emergency Contact		Name		Full Address						Phone No. ()													
Automobile 1 st Car		Year		Make		Model		Color		Tag #		Automobile 2 nd Car		Year		Make		Model		Color		Tag #	
Children Occupying		Name		Age		Name		Age		Name		Age											
Bank Ref		Name		Location		City		State															

Applicant represents that all of the statements and representations are true and complete, and hereby, authorizes verification of the above information, references and credit records. Applicant understands that an investigative consumer report including information about character, credit history, general reputation, personal characteristics, mode of living, and all public record information including criminal records may be made. Applicant agrees that false, misleading or misrepresented information may result in the application being rejected, will void a lease/rental agreement if any and/or be grounds for immediate eviction with loss of all deposits and any other penalties as provided by the lease terms if any. Applicant authorizes verification of all information by the Landlord and or Management Company. Applicant has the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation. **NON REFUNDABLE APPLICATION FEE**--Applicant(s) has paid to Landlord and/or Management company herewith the sum of \$_____ as a **NON REFUNDABLE APPLICATION FEE** for costs, expenses and fees in processing the application. **APARTMENT DEPOSIT AGREEMENT** --Applicant has deposited an "**APARTMENT DEPOSIT**" of \$_____ in consideration for taking the dwelling off the market while the application is being processed. If applicant is approved by Landlord and/or Management and the lease is entered into and possession of the apartment is taken the "**APARTMENT DEPOSIT**" shall be applied toward the **security/damage deposit**. If applicant is approved, but fails to enter into the lease within 3 days of verbal and/or written approval and/or take possession after lease signing, the **FULL "APARTMENT DEPOSIT"** shall be forfeited to the Landlord or Management in addition to any penalties as provided in the lease if the lease has been signed by the applicant. The "**APARTMENT DEPOSIT**" shall be refunded only if applicant is not approved. Keys will be furnished only after lease and other rental documents have been properly executed by all parties and only after applicable rentals and security deposits have been paid. This application is preliminary only, in no way implies that a particular rental unit shall be available and in no way obligates Landlord or Management to execute a lease or deliver possession of the proposed premises.

I HAVE READ AND AGREE TO THE PROVISIONS AS STATED

<p>Applicant Signature _____ Date _____</p> <p>Email address : _____</p>	<table style="width: 100%;"> <tr> <td>SECURITY DEPOSIT</td> <td>\$ _____</td> <td rowspan="9" style="text-align: center; vertical-align: middle;">OFFICE USE ONLY</td> </tr> <tr> <td>PET SECURITY</td> <td>\$ _____</td> </tr> <tr> <td>PET FEE</td> <td>\$ _____</td> </tr> <tr> <td>CREDIT CHECK FEE</td> <td>\$ _____</td> </tr> <tr> <td>PAID WITH APPLICATION</td> <td>\$ _____</td> </tr> <tr> <td>BALANCE OF DEPOSIT DUE</td> <td>\$ _____</td> </tr> <tr> <td>FIRST MONTH'S RENT</td> <td>\$ _____</td> </tr> <tr> <td>TOTAL DUE BEFORE MOVE-IN</td> <td>\$ _____</td> </tr> <tr> <td>RECEIVED BY: _____</td> <td>\$ _____</td> </tr> <tr> <td>APPROVED BY: _____</td> <td>\$ _____</td> </tr> </table>	SECURITY DEPOSIT	\$ _____	OFFICE USE ONLY	PET SECURITY	\$ _____	PET FEE	\$ _____	CREDIT CHECK FEE	\$ _____	PAID WITH APPLICATION	\$ _____	BALANCE OF DEPOSIT DUE	\$ _____	FIRST MONTH'S RENT	\$ _____	TOTAL DUE BEFORE MOVE-IN	\$ _____	RECEIVED BY: _____	\$ _____	APPROVED BY: _____	\$ _____	<p>COMMUNITY _____</p> <p>APT.# _____</p> <p>RENT _____</p> <p>APT.TYPE _____</p> <p>TERM OF LEASE _____</p> <p>MOVE-IN DATE _____</p> <p>CREDIT REPORT _____</p> <p>PHOTO I.D.'d _____</p>
SECURITY DEPOSIT	\$ _____	OFFICE USE ONLY																					
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RECEIVED BY: _____	\$ _____																						
APPROVED BY: _____	\$ _____																						

Authorization to Release Consumer Information

The undersigned authorize Checkerboard Realty, Inc., the landlord or any of its agents to obtain and investigative consumer credit report including but not limited to credit history, criminal record history, eviction record history, and a sex offender registry search in conjunction with my application for residency at a property under their management/ownership.

Furthermore, I authorize the release of information from all current and/or previous landlords, employers and/or bank representatives. This investigation is for the purpose of evaluating my worthiness of tenancy and all information that is compiled in this background investigation is strictly confidential and will not be shared with any other party.

I hereby hold my current and former Employers, current and former landlords, Checkerboard Realty, Inc., Landlord or any of its agents free and harmless of any liability for any damages arising out of any improper use of this information.

I understand that tenancy can be denied if any information within my application is found to be false or misrepresented in any way. If any items are found to be untrue after residency has begun I understand that my lease may be immediately terminated and I will be asked to leave the property immediately.

Applicant signature Date

Applicant Signature Date

Printed Name

Printed Name



SAMPLE RESIDENTIAL LEASE

This agreement, made this ____ day of _____, 20____, between **Sample Owner**, hereinafter referred to as the LANDLORD, and **Sample Tenant** hereinafter referred to as the TENANT, concerning the lease of the following described property: **123 Sample St, Sample, FL 12345** is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the owner(s) of the premises, its heirs, assigns or representatives and/or any agent(s) designated by the owner(s).

TERM OF LEASE: July 09, 2013 to June 30, 2014. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination. **(IN THIS SECTION HERE WE INSERT AN OPTIONAL TERMINATION ON SALE CLAUSE IF YOU SELECT)**

OCCUPANTS: Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **(HERE ALL TENANTS AND MINOR OCCUPANTS ARE LISTED)**. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

PRORATED RENT: TENANT agrees to pay the sum of **\$1,500.00** as prorated rent for the period **July 09, 2013 to July 31, 2013**.

ADVANCE RENT: TENANT agrees to pay the sum of **\$2,000.00** as advance rent representing payment for the last month of lease term or any renewal.

RENT: TENANT agrees to pay the monthly rent amount of **\$2,000.00** plus any applicable sales tax as rent on the **1st** day of each month in advance without demand at **SAMPLE OWNER, 12345 Sample Owner St, Sample, FL 98745** Phone number **(123) 456-7890**. Emergency phone number **(123) 456-7890**. Rent must be received by LANDLORD or its designated agent on or before the due date. A late fee of **10%** plus **\$5.00** per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the **5th** day of each month. Cash payments are not accepted. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check dishonored checks will be subject to the greater of **5%** of the check amount or a **\$40.00** charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the **1st** day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above by certified mail.

PETS: TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval and a PET ADDENDUM attached and made a part of this lease. **(IF YOU SELECT, A PET ADDENDUM GETS ATTACHED)**

SECURITY DEPOSIT: TENANT agrees to pay LANDLORD the sum of **\$2,000.00**, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT's failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT's default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non interest bearing account with **(THIS IS WHERE YOU OR THE OWNER'S BANK NAME AND ADDRESS APPEARS IF KNOWN AT TIME OF LEASE)**. Florida statutory law, 83.49(3) provides:

(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 last known mailing address of his 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 s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your 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. Your objection must be sent to (landlord's address). If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his 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 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 his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, 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 subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

ASSIGNMENTS: TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.

APPLICATION: If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy.

FIXTURES AND ALTERATIONS: TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

USE OF PREMISES: TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted.

SMOKING: (IN THIS SECTION, BASED ON YOUR SELECTION, THE SMOKING OR NONSMOKING RULES/CONDITIONS ARE INSERTED)

RISK OF LOSS: All TENANTS' personal property shall be at the risk of the TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. TENANT is strongly urged to secure insurance for personal property.

DEFAULT: (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or Local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or tenants abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addendums attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

ATTORNEY'S FEES: If LANDLORD employs an attorney due to TENANT's violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. LANDLORD and TENANT waives the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

UTILITIES: LANDLORD is responsible for providing the following utilities only: **(IN THIS SECTION, BASED ON YOUR SELECTION AT INPUTTING, WE INSERT THE LANDLORD'S UTILITY RESPONSIBILITIES)**. The TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD's name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. In the event a condominium association or homeowner's association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, Tenant agrees and understands that Landlord and/or Agent shall not be required to replace, provide or pay for these removed services for Tenant. Tenant may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by Landlord or Agent nor shall it constitute a default under the lease. The failure of Tenant to retain and pay for essential services upon notice and demand by the Landlord or Agent shall constitute a material breach of the lease.

VEHICLES: Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo /homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without Landlord's prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises: **(BASED ON THE INPUT FORM, THIS IS WHERE VEHICLES ARE LISTED)**.

MAINTENANCE/INSPECTION: TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in "as is" condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. **TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: (IN THIS SECTION THE TENANT'S RESPONSIBILITIES ARE SET FORTH BASED ON YOUR INPUT FORM)**. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same. In the event there is a garbage disposal unit on the premises, unless otherwise agreed to in writing, LANDLORD has the option to remove the garbage disposal if it fails and re-plumb accordingly.

VACATING: At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. **(IN THIS SECTION, WE HAVE THE OPTIONAL CARPET CLEANING CHARGES, KEY CHARGES OR CLEANING CHARGES AS YOU SELECT)**

RENEWAL: LANDLORD or TENANT shall have **(BASED ON YOUR INPUT, THIS IS HOW MANY DAYS THE TENANT MUST GIVE)** to notify each other prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT, and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required notice is not given by LANDLORD or TENANT, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 15 days prior to the end of some subsequent monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any successive consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter.

RIGHT OF ENTRY: LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time.

CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION: If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its agent, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager or owner as soon as any storm watch or warning is placed into effect.

MOLD: LANDLORD and/or AGENT reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event LANDLORD and/or AGENT in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

WAIVERS: The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

INDEMNIFICATION: TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his agents, family or guests, or arising from TENANT's failure to comply with any applicable laws, statutes, ordinances or regulations.

DISPUTES AND LITIGATION: In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that if the premises are being managed by an agent for the record owner TENANT agrees to hold agent, its heirs, employees and assigns harmless and shall look solely to the record owner of the premises in the event of a legal dispute.

INTEGRATION: This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

MODIFICATIONS: No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

RADON GAS: State law requires the following notice to be given: "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."

ABANDONED PROPERTY: 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.

ADDITIONAL STIPULATIONS:

(IN THIS SECTION ARE SPECIAL STIPULATIONS THAT YOU MAY DESIRE)

ACCEPTANCE BY FACSIMILE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA:

MOLD ADDENDUM (THIS IS ATTACHED)

PET ADDENDUM (THIS IS ATTACHED IF APPROPRIATE)

SIGNATURE PAGE

_____ TENANT
Sample Tenant

_____ OWNER
Sample Owner

SAMPLE

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428
Reference #416320

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Sample Owner (OWNER OR AGENT) AND Sample Tenant (TENANTS) FOR THE PREMISES LOCATED AT 123 Sample St, Sample, FL 12345.

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

TENANT(S) AGREE TO REPORT IN WRITING:

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- PLANT WATERING OVERFLOWS
- SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- ANY AND ALL MOISTURE AND MUSTY ODORS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, Tenant(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) will be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and Agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

HOLD HARMLESS: If the premises is or was managed by an Agent of the Owner, TENANT(S) shall hold agent harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

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