



PROPERTY MANAGEMENT SPECIALISTS
4502 35th St., Suite 200
Orlando, FL 32811
(407) 370-4400 ◆ FAX (407) 370-4494

THIS INDENTURE is made and entered into this \_\_\_ day of \_\_\_, 200\_\_, by and between Premier Management Group, Inc., a Florida corporation and Agent of Owner, hereinafter referred to as LESSOR, and \_\_\_, Jointly and Severally Liable, hereinafter referred to as LESSEE.

WITNESSETH: That LESSOR, whose address is 4502 35th St., Suite 200, Orlando, FL 32811, is the authorized agent of the owner of the below described premises.

WHEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

DESCRIPTION: The LESSOR and or Owner hereby leases or rents to the LESSEE, and the LESSEE hereby leases or rents, the premises located at: \_\_\_\_\_

TERM: The initial term of this agreement shall begin \_\_\_\_\_ and end on \_\_\_\_\_ at the agreed gross rental (together with any and all sales and/or governmentally imposed taxes that may become due and payable) in the amount of: \_\_\_\_\_

RENT: \$ \_\_\_\_\_, Payable as follows:
\$ \_\_\_\_\_, for the first month rent, to be paid \_\_\_\_\_
\$ \_\_\_\_\_, due on or before the 1st day of \_\_\_\_\_. Thereafter
\$ \_\_\_\_\_, due on or before the first day of each calendar month for the duration of the Lease, payable at the office of Lessor.

LATE PAYMENTS AND RETURNED CHECKS:

Time is of the essence! The rent amount stated above is discounted rent and is due and payable ON OR BEFORE the 1st day of each calendar month. THEREFORE, if rent is not received in the offices of Premier Management Group, Inc. by the Third (3rd) day of each month that rent is due, LESSEE agrees that the rent amount of \$ \_\_\_\_\_ becomes due and payable. Any check returned by the bank for nonpayment or funds not available will not be resubmitted and MUST BE REPLACED IMMEDIATELY by Money Order, Certified Check or Cashier's Check, together with payment of a \$30.00 NSF fee, plus applicable tax. Also, the rent will automatically be considered late and the additional late rent amount shown above will apply. Should more than one check be returned for nonpayment during the term of tenancy, all payments of rent, etc. from that time forward shall be paid ONLY in the form of Money Order, Certified Check or Cashier's Check. Lessee may choose to have the monthly rent payment debited directly from their bank account. This procedure will be processed on the first business day of the month only. If Lessee does not have enough funds in the account to cover the rent debit amount, then the payment terms and condition above will apply. LESSEE AGREES TO PAY \$25.00 AS ADDITIONAL RENT IF A DEFAULT NOTICE IS REQUIRED TO BE DELIVERED TO LESSEE.

LESSEE AGREES:

- A. To pay rent when due pursuant to the terms of this Lease Agreement.
B. To comply with all obligations imposed upon the LESSEE by applicable provisions of building, housing and health codes.
C. To remove from the dwelling unit all garbage and debris in a clean and sanitary manner, placing same in appropriate receptacles, and to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. LESSEE agrees to sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by LESSOR for the sorting and separating of such designated recyclable materials. LESSEE agrees to pay all costs, expenses, fines, penalties or damages imposed on LESSEE, LESSOR or Owner by reason of LESSEE'S failure to comply with this paragraph and shall indemnify, defend and hold LESSOR and/or Owner harmless from and against any actions, claims and suits arising from such noncompliance, including any cost or expenses, attorneys' fees, of any action or proceeding by LESSOR and/or Owner against LESSEE based upon LESSEE'S breach of the terms and conditions of this section.
D. Vehicle(s) must be currently licensed, owned by LESSEE, registered, operational and properly parked. LESSEE agrees to abide by all parking rules established now or in the future by LESSOR or condo/homeowner associations rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on the premises without LESSOR'S prior written approval. LESSEE is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements or additional rules of LESSOR are unauthorized vehicles subject to being towed at LESSEE expense. Parking on the grass is prohibited. LESSEE agrees to indemnify LESSOR for any expenses incurred due to the towing of any vehicles belonging to the guest or invitee of LESSEE. LESSEE agrees that only \_\_\_ vehicle(s), as described in the rental application, will be parked on the premises.
E. To provide for the extermination of pests, such as ants, roaches, etc. if the leased premises is a single family home, condo unit or duplex.
F. Not to destroy, deface, damage, impair or remove any part of the premises or property therein belonging to the LESSOR nor permit any person to do so.
G. To conduct themselves and require any other persons on the premises to conduct themselves in a manner that does not disturb in any way the quiet and unfettered enjoyment of other premises by neighbors or constitute in any way a hindrance of the peaceable enjoyment of other residents.
H. To pay all electric, gas, sanitation fee, water, sewage charges, cable and telephone charges which may be assessed upon the demised premises during the term hereof, except as otherwise agreed to herein. LESSEE agrees to pay all charges and deposits for all other utilities and LESSEE agrees to have all accounts for utilities immediately placed in LESSEE name with accounts kept current throughout occupancy. If the utilities, which LESSEE is responsible for, are still in LESSOR'S name at the time LESSEE takes occupancy, LESSEE agrees that LESSOR shall order such utilities to be terminated.
I. Not to assign this Lease Agreement or sublet the said premises or any part thereof without the previous written consent of LESSOR.
J. To permit LESSOR, Owner and/or his agents to enter the demised premises upon reasonable notice by telephone, hand-delivery or posting to LESSEE, the right to entry to the premises for showing, repairs, appraisals, inspections or any other reason. LESSOR has immediate right of entry in cases of emergency, or to protect or preserve the premises. LESSEE shall not alter or add locks without prior written consent. LESSOR may place "FOR SALE" or "FOR RENT" signs on the premises at any time and exhibit the demised premises to prospective or actual purchasers, mortgages, tenants, workmen or contractors.
K. At the termination of said tenancy to quietly yield up said premises and grounds in as good and rentable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepting those occurring as a result of



**LESSOR AGREES:**

- A. The LESSOR shall keep the exterior of the building on said premises in good repair at LESSOR'S expense, except that repair/replacement of glass and screens in doors and windows and light bulbs/tubes are LESSEE'S responsibility. LESSOR shall not be required to make necessary repairs unless and until LESSEE shall have first given LESSOR written notice of the nature of said repairs.
- B. LESSOR shall not abuse the right of access nor use it to harass the LESSEE.
- C. LESSOR shall be responsible for repairs to the structural parts of, and major appliances in, the premises; provided, however, that repairs required because of damage caused by LESSEE, any member of LESSEE'S family, or agent, employee, guest or invitee of LESSEE shall be charged to and paid by LESSEE. Any repairs which are not required to be made by LESSOR in accordance with the forgoing sentence shall be made by LESSEE at LESSEE'S sole cost and expense. LESSEE shall otherwise maintain the premises in first-class condition, ordinary wear and tear alone excepted. LESSEE will not make or permit to be made any alterations, additions, improvements or changes in or to the premises without prior written consent of LESSOR.
- D. If the premises or any part thereof shall at any time during the term be destroyed by fire not by fault of LESSEE, by storm or any other casualty, then payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation. In the event this Lease Agreement shall at LESSOR'S option be extended for an amount of time equal to the time rent is subject to abatement, LESSOR also retains the right to terminate this Lease Agreement should LESSOR not desire to reconstruct or renovate the premises following destruction.
- E. Except as specifically stated in this Lease Agreement and as required by the Florida Residential Landlord and Tenant Act, LESSOR makes no warranties of any kind, nature or description of or concerning the premises. LESSEE has inspected the premises and is leasing the same on the basis of said inspection "as-is, where is and with all faults."

**SECURITY/DAMAGE/PET DEPOSIT**

Security/Damages/Pet Deposit (including advanced rent if applicable) in the amount of \$ \_\_\_\_\_ to be paid by LESSEE to LESSOR, outlined specifically below, shall be retained by LESSOR for LESSEE'S performance of the terms and conditions of this Lease Agreement, as follows: \$ \_\_\_\_\_

The LESSOR may, at its option, use all or part of said deposit for any and all damages to which LESSOR may be entitled due to the breach of any of the covenants and agreements contained herein by the LESSEE. Use of said deposit for such purposes shall not act as a waiver of any rights either in law or in equity to which LESSOR may be entitled. It is also understood and agreed that if the premises are left in an unclean or damaged condition, beyond reasonable wear and tear, the total deposit monies shall be applied toward necessary cleaning and/or repairs.

**RETURN OF THE SECURITY/DAMAGE/PET DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:**

- 1. The full term of the lease and any and all extensions has expired and all provisions therein fully complied with.
- 2. A full calendar month (30 days) notice in writing is given to LESSOR prior to the expiration date of the lease. Failure to give proper notice will result in Lessee being charged another months rent.
- 3. No damage has occurred to the premises or its contents beyond normal wear and tear.
- 4. The entire premises are clean, regardless of condition upon occupancy, including but not limited to kitchen, bathrooms, closets and cabinets; range (including new drip pans) and refrigerator (if not "frost free", defrosted); clean filter in the a/c system or individual window/wall unit; light bulbs/tubes in place and in working order; Lessor to have the carpets professionally cleaned and the amount deducted from the security deposit; all windows and screens in place and in good condition.
- 5. No late rent, pet rent or delinquent rent remains unpaid.
- 6. All debris, rubbish/garbage or discards are disposed of properly.
- 7. A forwarding address is left with LESSOR at time of vacating.
- 8. All keys and garage door transmitters (in operable condition) are returned to LESSOR at time of vacating.

If the above conditions are not complied with, the cost of labor and materials for cleaning, repairs and replacements will be deducted from the Security/Damage/Pet Deposit.

Pursuant to Section 83.49(b), Florida Statutes, LESSOR hereby notifies LESSEE that said Security/Damage/Pet Deposit shall be held in escrow in a non-interest-bearing account at Wachovia National Bank. Return of the Security/Damage/Pet Deposit shall be governed by Section 83.49(3), Florida Statutes, which 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 *fifteen (15)* to return the security deposit together with interest if otherwise required, or the landlord shall have Thirty (30) days to give the tenant written notice by Certified Mail to the tenant's last known 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. It is sent to you as required by Section 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 Premier Management Group, Inc., 4502 35<sup>th</sup> St., Suite 200, Orlando, FL 32811. If the landlord fails to give the required notice within the Thirty (30) day period, then 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 fifteen (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 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 court costs plus a reasonable fee for his 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 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 section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and 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."

The Security/Damage/Pet deposit will be refunded by check mailed to the forwarding address within fifteen (15) days if no claim is made. Refunds of the Security/Damage/Pet Deposit may not be picked up at the offices of Premier Management Group, Inc. The check will be made out jointly to all persons who signed the Lease Agreement. LESSEE acknowledges that this Security/Damage/Pet

Deposit may not be applied as rent and agrees that the full month's rent will be paid on time, including the last month of occupancy.

**FIXTURES**

In the event there is personal property, except for items designated as fixtures, an inventory of such items shall be attached hereto and identified as Schedule "A" and become a part of this Lease Agreement. Such Items of personal property shall become a part of the demised premises. The items designated as follows are the personal property of the LESSOR and may be used by the LESSEE at the discretion of the LESSOR on the hereinafter specified terms. LESSEE agrees not to abuse these items or remove them from the premises and LESSEE is responsible for any repairs resulting from use other than normal wear and tear.

_____ <b>Range</b>	_____ <b>Blinds/Verticals</b>	_____ <b>Ceiling Fans</b>
_____ <b>Refrigerator</b>	_____ <b>Drapes/Rods</b>	_____ <b>Room/Wall A/C units</b>
_____ <b>Dishwasher</b>	_____ <b>Carpet _____</b>	_____ <b>Smoke Detector(s)</b>
_____ <b>Disposal</b>	_____ <b>Central Heat/Air</b>	_____
_____ <b>Microwave</b>	_____ <b>Garage Door Opener(s) # _____</b>	_____

**ENTIRE AGREEMENT; GOVERNING LAW; VENUE; ATTORNEY' FEES, ETC.**

This entire agreement constitutes the entire agreement between the parties. If any provision of this Lease Agreement shall be declared invalid or unenforceable, if reasonably possible, taking into consideration the intent and purpose of the parties entering into this Lease Agreement, the remainder of the Lease Agreement shall continue in full force and effect. All questions concerning the meaning, execution, construction, effect, validity and enforcement of this Lease Agreement shall be judged and resolved in accordance with the laws of the State of Florida. The venue for any suits or other proceedings with respect to this Lease shall be in the county in which the subject premises are located. In any eviction proceeding arising out of this Lease Agreement, the parties agree to waive a trial by jury. The prevailing party in any litigation arising between LESSOR (or Owner) and LESSEE under this Lease Agreement shall be entitled to recover all attorneys' fees and costs incurred by such party at or before the trial level and in any appellate or bankruptcy proceedings.

**DISCLOSURES:**

The following information is provided pursuant to Florida Statutes:

*"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."*

**Premier Management Group, Inc.**, as a Registered Real Estate Broker, is acting herein as Owner's agent and representative. In compliance with FS 475.25(1)(q) and Florida Administrative Code Rule 21V-10.033, LESSEE hereby acknowledges that this written notice was received prior to LESSEE'S execution of the Lease Agreement. Further, pursuant to Florida Administrative Code Rule 213.003(2), LESSEE acknowledges that Premier Management Group, Inc., as owner's agent, is being paid a commission by the Owner for renting the premises herein to LESSEE.

Limitation of Liability of Premier Management Group, Inc.:

It is understood and agreed that Premier Management Group, Inc., is executing this Lease Agreement as the agent of the Owner. LESSEE hereby acknowledges and agrees that all representations, covenants and warranties reportedly made herein in behalf of the "LESSOR" shall be deemed to be from the Owner. It is also understood and agreed, that all representations, covenants and warranties made by LESSEE (including indemnification obligation) shall apply to both Premier Management Group, Inc. and the Owner.

**NOTICES:**

For the purpose of notices required by this agreement or by law, the following addresses shall be used unless the parties have been otherwise advised in writing:

**LESSOR: Premier Management Group, Inc., 4502 35<sup>th</sup> St., Suite 200, Orlando FL 32811**

**LESSEE:** \_\_\_\_\_

**SPECIAL CLAUSES:**

**Non Liability Agreement for Personal Property:** By signing this agreement, The Lessee agrees that upon surrender or abandonment, as defined by the Florida Statutes, the Lessor shall not be Liable or responsible for storage or disposition on the Lessee's personal property.

**Air Filters:** Lessee responsible for changing the air filters on the a/c-heating system on a monthly basis. If Lessee fails to change the air filters, Lessee will be held liable for any damage or repairs to the a/c-heating system and property.

This instrument has been prepared by the Agent for the Owner.

**IN WITNESS WHEREOF**, the parties hereto have caused their hands and seals to be affixed on the date written above.

**LESSOR:**

**Premier Management Group, Inc.**

By: \_\_\_\_\_ (L.S.)

**As agent for Owner**

**LESSEE:**

\_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)