



LEASE AGREEMENT

4767 New Broad Street
Orlando, FL 32814
(O) 407-855-0331
(Fax) 407-855-4928

This agreement, made this _____ day of _____, 20____, is by and between **Verandah Properties, LLC**, hereinafter referred to as the *Landlord's Agent*, and _____, hereinafter referred to as the *Tenant(s)*. The *Landlord* leases to *Tenant(s)* and the *Tenant(s)* rent from the *Landlord* a residence located at _____.

1. **TERM.** All rents are due on the first day of the month. The initial term of this lease shall be approximately _____ months, beginning on the scheduled day of occupancy which is _____, 20____ and ending _____, 20____ at noon.

It is hereby agreed between the *Landlord* and the *Tenant(s)* that the above residence shall be used and occupied by _____ Adults, _____ Children, and _____ Pet(s), described as _____, as a private residence and for no other purpose. No additional animals, birds, or pets of any kind shall be permitted on the property without the express written consent of the *Landlord*.

2. **POSSESSION.** If there is a delay in delivery of possession by the *Landlord*, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then *Tenant(s)* may void this *Lease Agreement* and have full refund of any deposit. Other than rent abatement for those days. If possession is not granted within twenty (20) days after the beginning day of initial term, due to COVID19 related circumstance, then *Tenant(s)* may void this *Lease Agreement* and have full refund of any deposit. Other than rent abatement for those days. *Landlord* shall not be liable for damages for delay in possession.

3. **RENT.** Rent, is due monthly on the 1st, via online payment through *Landlord's Agent* website, the monthly rent is _____ Dollars (\$ _____) per month during the term of this *Lease Agreement* on the first day of each month at the office of the *Landlord* or such a place *Landlord* may designate. If rent is paid by another method, other than online payment, there will be an additional twenty-five (\$25.00) dollar 'rent convenience fee' for processing; this amount will be due and payable every month that payment is made by anything other than online payments. Tenant understands and agrees to pay this fee when due as outlined. Mailing the rent does not constitute payment. It must be received at the office of the *Landlord* to be considered paid. The initial rent will be at a full month's rental rate. **THIRD (3rd) PARTY CHECKS ARE NOT ACCEPTED. NAME ON BANK MONEY ORDER MUST BE THE SAME AS NAME ON LEASE AGREEMENT. ROOMMATES MUST ISSUE PAYMENT FOR RENT ON ONE (1) BANK MONEY ORDER.**

- \$ _____ for first month rent
- \$ _____ pro-rated rent, due the first day of the month of _____.
- \$ _____ pro-rated rent for last months' rent, due the first day of the month of _____.
- \$ _____ for a pet deposit (to be held in escrow)
- \$ _____ due the first day of the month of _____ and each calendar month thereafter, for the duration of the lease.

4. **LATE PAYMENTS AND RETURNED CHECKS.** Time is of the essence of this *Lease Agreement* and if rent is not paid by the third (3rd) day of each calendar month, *Tenant(s)* agrees to pay a late charge of ten percent (10%) of the monthly rent. If a rent payment is returned, for any reason, a service charge of \$100.00 will be due, plus the 10% late fee of the rent amount. **If a second payment is returned, a service charge of \$100.00 will be due, along with 10% late fee; and, all future rent and charges shall be paid at participating establishments provided to tenants along with payment voucher; i.e., 7-11; and an additional \$25.00 rent convenience fee will be due and payable for processing anything other than online payments as covered in paragraph 3 above.** In the event any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, or if said premises shall be abandoned or vacated, then it shall be lawful for said *Landlord* and/or *Landlord's Agent* to re-enter and repossess said premises, removing all occupants, and upon re-entry as aforesaid, this *Lease Agreement* shall terminate. In the event of re-entry by the *Landlord* or default by the *Tenant(s)*, *Tenant(s)* shall be liable to the *Landlord* for all damages incurred, including but not limited to reasonable attorney's fees, court costs, and/or any other costs incurred by the *Landlord*. **If rent is not paid in accordance with the terms of this *Lease Agreement* and a process server is engaged to deliver a *Three (3)-Day Notice*, the *Tenant(s)* will be responsible for the cost of the service, not to exceed \$100.00.**

5. **DISCLOSURE.** For the purpose of notices required by this *Lease Agreement*, or by law, the following addresses shall be used, unless the parties hereto have been advised in writing otherwise. **Verandah Properties, LLC**, is acting solely as the agent of the *Landlord*. Disclosure Rights: If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we may provide it.

Landlord: Verandah Properties LLC, 4767 New Broad Street, Orlando FL 32814
Tenant(s): _____

6. **FURNISHINGS.** *Landlord* shall furnish the following items as part of the leased premises: range refrigerator dishwasher disposal microwave compactor washer dryer electric garage door opener blinds and/or verticals hot water heater window-treatments/drapes irrigation system water softener window a/c unit ceiling fans () lawn equipment () pool equipment () other: . **Any other small appliances that come with the home will be documented via digital pictures, prior to tenant's move in. Tenant must maintain proper watering so as to not allow the grass to become too dry. Security System does not include monitoring service.**
7. **KEYS & REMOTES.** *Tenant(s)* acknowledge receipt of none (0) set(s) of house keys () to the property above; and, if applicable receipt of zero (0) garage door transmitter(s); and, if applicable, receipt of zero (0) security gate remotes/cards; and/or receipt of zero (0) pool keys. *Tenant(s)* also agree to return same, upon termination of this *Lease Agreement*; and, in the event that the *Landlord* does not receive same, *Tenant(s)* will be responsible for the cost of replacement **Plus a \$75.00 convenience fee for acquiring these items**, which will be retained from *Tenant's (s') Security Deposit*.
8. **FAILURE OF LANDLORD TO ACT:** Failure of the *Landlord* to insist upon strict compliance with the terms of this *Lease Agreement* shall not constitute a waiver of any violation.
9. **RIGHT TO INSPECT.** *Tenant(s)* shall be given the right to inspect residence, and indicate by notation in writing, on a *Move-In Inspection Form* any existing damages to the property, in accordance with Florida Law.
10. **RENEWAL TERM.** Either party may terminate this Lease Agreement at the end of the term by giving the other party sixty (60) days written notice. This notice must be POST MARKED no later than 60-days prior to the end of the current lease term to be considered a FULL Sixty (60) Day Notice and the notice must be mailed and received by CERTIFIED MAIL ONLY to be accepted as Proper Notice. If no proper notice is given, then this Lease Agreement will be extended on a Month-to-Month basis (Unless the property is located within a Homeowners Association that does not permit Month-to-Month rental terms) with all terms remaining the same with the exception of the rental rate. With proper constructive notice, the management company reserves the right to raise the rent on a month to month term until terminated by either party by Sixty (60) Days Written Notice. Upon either party receiving said sixty (60) days written notice, Landlord retains the right to display a For Rent and/or For Sale sign and Tenant(s) agrees to cooperate fully and, with reasonable notice, to allow the Landlord's Agents to show the property inside and outside to prospective Tenant/Buyer(s). If lease is renewed, an \$80 renewal fee will be due and payable with the rent due the 1st day of the new lease inception date. The lease may not be countersigned by *Landlord* until fee is paid, and rent may be raised with appropriate notice, until new lease is executed by both parties. If lease is renewed for another 12 months Verandah Properties LLC. will schedule an interim inspection and take digital date stamped interior pictures of the home.
11. **SUB-LET.** *Tenant(s)* may not sub-let residence or assign this *Lease Agreement*, without *Landlord's* express **written consent**.
12. **RIGHT OF ACCESS.** *Tenant(s)* agrees to permit the *Landlord* or *Landlord's Agent* to periodically enter the premises in order to inspect the premises, make necessary and/or agreed repairs, decorations, alterations, or improvements; supply agreed services; or, exhibit the premises to prospective and/or actual purchasers, mortgagees, *Tenant(s)*, workmen or contractors, or in the event of an emergency. Further Tenant understands and agrees that there will be periodic interim inspections to check on the condition of the property. Tenant understands that Landlord's Agent will provide Tenant with 24 hours' notice via email to notify Tenant that an inspection is required. Tenant agrees to schedule an inspection during normal business hours, within 72 hours of notification being given, and will either meet the Landlord's Agent for the inspection or give permission for Landlord's Agent to enter and inspect the property at a pre-arranged time. Tenant will ensure that all pets are removed or caged for the inspection. If Tenant fails to schedule the Inspection appointment during the 72 hours' notification period, there will be a \$50.00 rescheduling fee; Tenant agrees to pay this fee along with the following month's rent. Further if Tenant schedules with Landlord's Agent but does not show up for the appointment, or if the Tenant has given permission for Landlord's Agent to perform the Inspection alone and the locks have been changed there will be a \$100.00 inconvenience fee. Further if any pets are not either removed or caged for the appointment when Landlord's Agent is performing the Inspection alone there will be a \$50.00 rescheduling fee and due and payable with the following month's rent.
13. **PROPERTY LOSS.** *Landlord* shall not be liable for damages to *Tenant's (s')* property of any type for any reason or cause whatsoever, except where such is due to *Landlord's* negligence. *Tenant(s)* agrees to obtain *Tenant(s) insurance* to protect household goods and personal effects, as well as *liability insurance* and offer proof of such on demand by Landlord's Agent. See REQUIRED INSURANCE section below.
14. **INDEMNIFICATION.** *Tenant(s)* release(s) *Landlord* from liability for and agrees to indemnify *Landlord* against all losses incurred by *Landlord* as a result of: (a) *Tenant's (s')* failure to fulfill any condition of this *Lease Agreement*; (b) any damage or injury happening in or about house or premises to *Tenant's (s')* invitee(s) or licensees or such person's property; (c) *Tenant's (s')* failure to comply with any requirements imposed by any governmental authority; and, (d) any judgment, lien, or other encumbrance filed against residence as a result of *Tenant's (s')* action(s).
15. **DRUG FREE.** In consideration of the execution (or renewal) of this original *Lease Agreement*, the *Tenant(s)* agree as follows: *Tenant(s); any member of the Tenant's (s') household, guest of Tenant's (s'), or, any other person under the Tenant's (s') control:*
- A. **SHALL NOT engage in ANY criminal activity, including drug-related criminal activity, on, near, or within sight of the rental premises.** *Drug-related criminal activity* means the "illegal manufacture, sale, distribution, transportation, or use of controlled substance" [as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)].
- B. **SHALL NOT engage in any act intended to facilitate criminal activity,** including drug-related criminal activity, on, near or within sight of the premises.
- C. **WILL NOT permit the dwelling unit inside or out to be used for, or to facilitate criminal activity,** including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- D. **WILL NOT engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia** at any location, whether on, near or within sight of the premises or otherwise.
- E. **SHALL NOT engage in acts of violence or threats of violence,** including, but not limited to, the unlawful discharge of firearms, on, near or within sight of the premises.
- F. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with this *Lease Agreement*. It is understood and agreed that **a single violation shall be good**

cause for termination of this Lease Agreement. Unless otherwise provided by law, **proof of violation shall not require criminal conviction,** but shall be a preponderance of the evidence.

G. In case of conflict between the provisions of this **Addendum** and any other provisions contained herein of this **Lease Agreement**, the provisions of this **Addendum** shall govern.

16. FIRE. If the residence listed herein, or any part thereof, shall at any time during the term to this **Lease Agreement**, be destroyed by fire, which is determined not the fault of **Tenant(s)**, or by storm, then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the residence shall have been reinstated and rendered fit for habitation.

17. SMOKE DETECTOR & FIRE EXTINGUISHER.

Repair. **Tenant(s)** agree that it is their duty to regularly test the smoke detector(s) and agree to notify **Landlord** or **Landlord's Agent** immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s). **Landlord** or **Landlord's Agent** shall repair or replace the smoke detector(s) assuming the availability of labor and materials in the event **Tenant(s)** notify **Landlord** or **Landlord's Agent** of any defect in writing.

Maintenance. **Tenant(s)** agree to replace the smoke detector(s) battery, if any, at any time the existing battery becomes unserviceable.

Replacement. **Tenant(s)** agree to reimburse **Landlord** and/or **Landlord's Agent** upon request, for the cost of a new smoke detector(s) the installation thereof in the event the existing smoke detector(s) and/or fire extinguisher(s) becomes damaged by **Tenant(s)** and/or **Tenant's (s')** guests or invitees.

Disclaimer. **Tenant(s)** acknowledge and agree that the **Property Owner, Landlord, Landlord's Agent, Employees,** and/or **Property Owner** is/are not the operator(s), manufacturer(s), distributor(s), retailer(s), or supplier(s) of the smoke detector(s) ; and, tenants herein assume full and complete responsibility for all risk and hazards attributable to, connected with, or in any way related to the operation, malfunction, and/or failure of the smoke detector(s) regardless of whether such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing, or installation of said smoke detector(s).

*No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by **Property Owner, Landlord, Landlord's Agent, or Employees,** to the **Tenant(s)** regarding said smoke detector(s) or the alleged performance of the same; **Property Owner, Landlord, Landlord's Agent, or Employees,** neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and expressly disclaims all warranties of fitness for a particular purpose, of habitability, or any and all other expressed or implied property caused by: **Tenant's (s')** failure to regularly test the smoke detector(s)/failure to notify **Property Owner, Landlord, Landlord's Agent, or Employees** of any problem, defect, malfunction, or failure of the smoke detector(s) and/or theft of the smoke detector(s) or its serviceable battery; and/or false alarms produced by the smoke detector(s).*

Fire Extinguisher. Fire extinguishers are not required by Florida law to be provided to tenants and Tenant acknowledges Landlord has not furnished a fire extinguisher. Landlord encourages Tenant to procure a fire extinguisher, and to that end Tenant may purchase at Tenant's cost a fire extinguisher and shall be solely responsible for its upkeep and operability. Tenant agrees that any use of any fire extinguisher by Tenant shall be at Tenant's sole risk and Tenant assumes all risk and liability related to said use. In the event Tenant discharges a fire extinguisher within or about the Premises, Tenant shall notify Landlord and report the use of the fire extinguisher equipment immediately thereafter.

18. LAWN & POOL.

<<ENTER LANDLORD OR ENTER TENANT>> **Responsible for lawn cutting, lawn edging, and blowing.** If **Tenant(s)** neglect(s) proper yard maintenance, the **Landlord or Landlord's Agent** reserves the right to secure services of a professional lawn maintenance company, which will be hired at the **Tenant's (s')** expense.

<< ENTER LANDLORD OR ENTER TENANT>> **Responsible for weeding the flowerbeds, pruning, trimming the shrubs and small trees.** If **Tenant(s)** neglect(s) proper yard maintenance, the **Landlord or Landlord's Agent** reserves the right to secure services of a professional lawn maintenance company, which will be hired at the **Tenant's (s')** expense.

<<ENTER LANDLORD OR ENTER TENANT>> **Responsible for lawn fertilization, lawn pest control, and lawn weed control.** **Landlord or Landlord's Agent** recommends that if **Tenant(s)** are responsible that they secure the services of a professional lawn fertilization, lawn pest control, and weed control service, since it is extremely easy to burn a lawn if chemicals are not applied properly.

Tenants: Responsible for ensuring the proper watering of the lawn and to contact Verandah Properties, LLC, immediately, if irrigation heads need to be repaired or replaced or are not covering the zones of the lawn.

Tenants: Responsible for any enclosed patio/courtyard area (screened or unscreened) which may or may not contain foliage. Foliage will be maintained in the manner in which the tenant took over the lease.

POOL CARE / SPA CARE. **Tenant(s)** is/are responsible for all pool/spa maintenance, including, but not limited to, balance and application of chemicals, cleaning of pool/spa, and cleaning of filter. The **Tenant(s)** will be held responsible for any repairs deemed necessary, as a result of damage caused by chemical imbalance or inadequate maintenance of the pool/spa. **If Tenant(s) is/are negligent,** with regards to proper pool/spa maintenance, the **Landlord or Landlord's Agent** reserves the right to secure the services of a professional pool/spa company, which will be hired to maintain the pool/spa at the **Tenant's (s')** expense. **Tenant(s)** is/are responsible for preparing the pool/spa and leaving the pool/spa pump running during freezing temperatures. If the pool/spa is equipped with a heater (electric or gas), **Tenant(s) is/are responsible for** the cost of heating and/or fuel.

POOL/SPA CARE INCLUDED:

- Chemicals Only.** *Tenant(s)* is/are responsible for sweeping, cleaning filter (and/or back-washing filter), dipping/skiming, and brushing. *Tenant(s)* is/are responsible for preparing the pool/spa and leaving the pool/spa pump running during freezing temperatures. If the pool/spa is equipped with a heater (electric or gas), *Tenant(s)* is/are responsible for the cost of heating and/or fuel.
- Full Service.** *Tenant(s)* is/are responsible for preparing the pool/spa and leaving the pool/spa pump running during freezing temperatures. If the pool/spa is equipped with a heater (electric or gas), *Tenant(s)* is/are responsible for the cost of heating and/or fuel.

19. **NON-SMOKING.** It is hereby understood that *Tenant(s)* agree(s) to a non-smoking environment in the above referenced property. Failure to abide may cause *Tenant(s)* to incur expenses such as, but not limited to, carpet replacement, window covering replacement, interior painting and/or wall-papering, and AC service (ductwork cleaning, etc.), which, if necessary, will be retained from security deposit
20. **SEPTIC TANK. (If applicable)** *Tenant(s)* acknowledges by signature below that they agree to, and understand the necessity of, add "Rid X" to one household toilet, one (1) time per each month, or every thirty (30) days, during the duration of the above referenced lease. Furthermore, the *Tenant(s)* agrees that should the *Tenant(s)* fail to perform to these specifications, and in the event that the septic system sustains damage and thus needs repairs from the *Tenant's (s')* failure to perform to these specifications, that the *Landlord or Landlord's Agent* will hold the *Tenant(s)* responsible for the cost of repair and/or replacement of the septic system, which, if necessary, will be retained from security deposit.
21. **ABANDONED PROPERTY.** Any and all property of *Tenant's (s')* which may be left in the residence, after termination of this *Lease Agreement* of *Tenant's (s') Right of Possession*, for any reason, may be handled, removed, and/or otherwise disposed of, by *Landlord*, at the risk and expense of *Tenant(s)*; and, *Landlord* shall in no event be responsible for any property left in the residence by *Tenant(s)*. *Tenant(s)* shall pay to *Landlord*, upon demand, all expenses incurred in such disposition, including a reasonable charge for storage; but, *Landlord* shall be under no obligation to provide storage; and, *Tenant(s)* hereby expressly consent(s) to the safe removal, discard, and/or any other disposition of the property, by the *Landlord*. **BY SIGNING THIS RENTAL AGREEMENT, THE TENANT(S) AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S (S') PERSONAL PROPERTY. ALSO 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.**
22. **PEST CONTROL. Check any/all which apply.**
- Tenant(s)* is/are responsible for all interior and exterior pest control.
- Tenant(s)* is/are responsible for all interior pest control. Exterior pest control will be provided by *Landlord*.
- Interior and exterior pest control will be provided by *Landlord*.
- Other: Pest control provided to any wood destroying insects.**
23. **RULES AND REGULATIONS.**
- A. Locks: *Tenant(s)* is/are prohibited from adding locks to, changing, or in any way altering locks installed on the doors of residence **without written permission of Landlord.**
- B. Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by *Landlord* at the expense of *Tenant(s)* owning same for storage, and/or, public and/or private sale, at *Landlord's* option; and, *Tenant(s)* owning same, shall have no right of recourse against *Landlord* thereafter.
- C. **Storage/Attic:** No goods or material of any kind, or description, which are combustible or would increase risk of fire shall be taken or placed in storage areas. Storage in such areas shall be *Tenant's (s')* risk and *Landlord* shall not be responsible for any loss or damage. Tenant is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the premises without prior written permission from landlord.
- D. Walls: No nails, screws or adhesive hangers except standard picture hooks, shade blind brackets, and curtain rod brackets may be placed in wall, woodwork, or any part of residence.
- E. The *Tenant(s)* agree(s) to maintain the property in as good of a state as *Tenant(s)* finds it upon move-in. Reasonable wear and tear is expected. **GOOD HOUSEKEEPING IS EXPECTED FROM EVERYONE.** *Tenant(s)* agrees to keep their quarters in a clean and sanitary condition; and, in the case that the quarters are either a single house or a duplex, to keep premises yard cleaned, mowed, free of rubbish, and bushes trimmed.
- F. *Tenant(s)* will be responsible for payment of all utilities to include, but not limited to: garbage, water, sewer, electricity and gas; even if bills remain in the Owner's name. Upon termination of the *Lease Agreement*, *Tenant(s)* agrees to maintain all utilities until the *Move-Out Inspection* is completed.
- G. *Tenant(s)* shall report all maintenance to Landlord in writing, via a maintenance request through the Verandah Properties web site and will provide property manager pictures of maintenance issue.
- H. *Tenant(s)* shall comply with all obligations imposed upon *Tenant(s)* by applicable provisions of building, housing, and/or health codes.
- I. *Tenant(s)* shall conduct themselves (and require other persons on the premises to conduct themselves) in a manner that does not unreasonably disturb *Tenant's (s')* neighbors or constitute a breach of the peace.
- J. At the termination of said Tenancy, the *Tenant(s)* shall quietly yield up said residence and grounds in as good and tenantable condition, in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as at the time of initial occupancy.
- K. If Tenant requires a Rush Move In (less than three business days) there will be a \$100.00 convenience fee.
- L. If a Roommate replacement is required, there will be a \$100.00 processing fee.
- M. *Tenant(s)* further understands and agrees that should this property be subject to the Rules and Regulations of a Homeowners Association or a Condominium Association, the *Tenant(s)* agree(s) to abide by all rules and regulations set forth by the Association. If the Landlord's Agent receives an HOA violation letter which is tenant related, there will be a \$75.00 HOA convenience fee charged to tenant for managing and closing out the violation. Tenant agrees to pay this fee along with the following month's rent. Should an HOA violation letter, which is tenant related, be received at our office and requires a 7 Day Notice to Cure to be posted, a \$500.00 fee will be assessed and will be due with the following month's rent. **(NOTE: when an HOA violation notice is received we will reach out to you, the tenant, to ask that you remedy it right away and provide to us a digital picture of proof of such so that it can be delivered, through us, to the HOA; if you follow this immediately, a 7 Day Notice to Cure will not be necessary, nor will the \$500.00 fee be due and payable.)**

- N. **Tenant** understands their obligation to make the property available to show to potential tenants/purchasers; any failure to comply or hinder the showing of the property during the appropriate time will constitute the tenant putting their security deposit refund at risk. Tenant will be required during the last 60 days of their lease, to make the property available to show. If the Tenant does not schedule the Landlord's Agent showings as requested and required by the Landlord's Agent, there will be a \$500.00 inconvenience fee due and payable with the following month's rent, or it will be deducted from the Tenant's security deposit. Tenant's agree to this deduction if appropriate as outlined in this paragraph.
- O. Prohibited Outdoor Recreational/Play Equipment. Tenant shall not install, use or otherwise allow to be brought onto the Premises, either temporarily or permanently, any of the following: (i) above-ground pool; (ii) trampoline (both above and in-ground); (iii) inflatable bounce house or water slide; (iv) swing set/jungle gym; (v) tree house; (vi) fire pits of any kind; and (vii) any other recreational, play or outdoor equipment or items that could reasonably be considered an attractive nuisance or that would cause a suspension or cancellation of insurance coverage or an increase in insurance premiums. For purposes of this provision, an "attractive nuisance" shall mean any item or condition which if brought onto or allowed to exist on the Premises would likely entice or otherwise attract children onto the Premises potentially putting their safety in danger.

24. SPECIAL STIPULATIONS.

- A. **Tenant(s)** acknowledges that the statements and representations made in the signed application for said residence are true and they are deemed a part of this **Lease Agreement** and that the falsity of any of them constitutes a breach hereof.
- B. Additional provisions, and/or special provisions, in the attached **Addendums**, bearing the signatures of all parties concerned, are hereby made a part of this **Lease Agreement**: Pet Guaranty of Lease General (Maintenance Addendum) Other (After tenant has been checked into the property and a reasonable time has passed, the tenant is then expected to take care of minor repairs at the home. Tenants understand that it is their responsibility to report any maintenance that is the owner's responsibility to the Verandah Properties, as soon as it's noticed. If tenant does not report the maintenance needed in a timely manner, they will be financially responsible for any deferred maintenance which occurs due to their neglect. If the refrigerator has a filter that must be changed tenant will do so at their expense. Owner will not repair security system, if any, in property.
- C. **If applicable. Lease is void unless the HOA application has been approved by the current HOA.**
- D.
- E. 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.

25. **SECURITY DEPOSIT.** **Security/Damage Deposit** in the amount _____ Dollars, (\$ _____) to be paid by the **Tenant(s)** to the **Landlord's Agent**, prior to occupancy, shall be retained by the **Landlord's Agent** for the **Tenant's (s')** performance of the terms and conditions of this **Lease Agreement**. Pursuant to **Section 83.49, Florida Statutes, Landlord's Agent** hereby notifies **Tenant(s)** that said **Security Deposit** shall be held in escrow in a non-interest bearing account at: **Seacoast Bank; Address: 9680 Narcoossee Road, Suite 101 Orlando, FL, 32827**, for the benefit of the **Tenant(s)**. **Landlord's Agent** may, at his/her option, use all or part of said **Security Deposit** for any and all damages, of which the **Landlord** may be entitled, due to the breach of any of the covenants and/or agreements contained herein, by the **Tenant(s)**. Use of said **Security Deposit** for such purposes shall not act as a waiver to any rights and/or conditions, beyond reasonable wear and tear, so much of said **Security Deposit** shall be applied toward any/all necessary cleaning and/or repairs. Tenant understands that there will be a Seventy-Five Dollars (\$75.00) Security Deposit Processing Fee, if Landlord's Agent must make a claim on the Tenant's deposit.

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

- 1) **Full term of Lease Agreement has expired and all provisions contained therein have been complied with.**
- 2) **Two full calendar months, sixty (60) day notice, must be in given in writing, delivered by certified mail prior to vacating the premises. This notice MUST be mailed and received by CERTIFIED MAIL ONLY to be accepted as proper notice.**
- 3) **No damage to premises and/or its contents, beyond normal wear and tear.**
- 4) **Entire premises must be cleaned including the carpet cleaning, if applicable.**
- 5) **No unpaid late charges and/or contraband pet charges and/or delinquent rents.**
- 6) **All debris and rubbish and/or discards will be placed in proper containers.**
- 7) **Forwarding address will be left with Landlord.**
- 8) **Return of all keys and/or garage door openers to Landlord.**

Security Deposit will be refunded by check, made payable jointly to all persons who signed this **Lease Agreement**, and mailed to the last known address, within fifteen (15) days, **if no claim is made against** said **Security Deposit** by **Landlord**. **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(s) 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 monies without having to comply with the notice and settlement procedures contained in s.475.25 (1)(d).**

Tenant(s) acknowledges that this **Security Deposit** MAY NOT BE APPLIED AS RENT, and agrees that each full month's rent will be paid on time including the last month of occupancy.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT

OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND. YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

26. **RADON GAS DISCLOSURE.** 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 extended periods of 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 county public health units.
27. **REPAIRS.** *Tenant(s)* acknowledges that *Tenant(s)* has/have inspected the residence and accepts the condition as is. *Landlord* will make necessary repairs to residence with reasonable promptness after receipt of **written notice** from *Tenant(s)* for major deficiencies, which create unsafe or untenantable conditions. Major repairs shall include electrical, plumbing, heating, cooling, built-in appliances, and/or structural defects. *Tenant(s)* shall make, or cause to be made, all incidental repairs other than above. If any damages, beyond normal wear and tear, are caused by *Tenant(s)* and/or *Tenant's (s')* guest(s), *Tenant(s)* agrees to pay *Landlord* the cost of repair with the next rental payment. *Tenant(s)* may **not remodel, or structurally change residence (interior or exterior), nor remove any fixture without written authority from Landlord.**
28. **FLOTATION BEDDING.** In the event *Tenant(s)* use(s) a flotation bedding system in the residence, and, provided that the flotation bedding system is not violative of applicable building codes, the *Landlord* will require *Tenant(s)* to carry in the *Tenant(s)*'s name **Flotation Insurance**, as is standard in the industry in an amount deemed reasonable to protect the *Tenant(s)* and *Owner* against personal injury and property damage to the residence. In any case the policy shall carry a loss payable clause to the *Owner* of the residence.
29. **ENTIRE AGREEMENT.** This *Lease Agreement* and any attached and subsequent *Addendums* constitute the **entire Lease Agreement** between all concerned parties, herein, and **no oral statements shall be binding.**
30. **MILITARY TRANSFER.** In event *Tenant(s)* is/are in the Military Service and *Tenant(s)* furnishes *Landlord* evidence of Military Transfer, then *Landlord* shall return the **Security Deposit**, in its entirety, to *Tenant(s)*, with the exception of any damage claims to **Security Deposit**, which may apply.

REQUIRED INSURANCE- ADDITION TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease Agreement, Tenant is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump ("Required Insurance").

Tenant is required to furnish Verandah Properties, LLC with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time, Tenant does not have Required Insurance, Tenant is in breach of the Lease Agreement and landlord shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Required Insurance coverage and seek reimbursement from the Tenant for all costs and expenses associated with such purchase.

Tenant may obtain Required Insurance from an insurance agent or insurance company of Tenant's choice and is required to list Verandah Properties, LLC as an interested party to the policy. If Tenant furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Tenant does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Landlord, who may schedule the Tenant's unit for coverage under the Landlord's Required Resident Liability insurance policy ("LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Landlord for the LRRL coverage shall be charged to Tenant by the Landlord. Some important points of this coverage, which tenant should understand are:

1. LRRL is designed to fulfill the insurance requirement of the Lease Agreement. Tenant is the Insured under the LRRL. Tenant is not the insured under the LRRL policy.
2. LRRL coverage is not personal liability insurance or renter's insurance. Landlord makes no representation that LRRL covers the Tenant's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Tenant requires any of these coverages, then
3. Tenant should contact an insurance agent or insurance company of Tenant's choice.
4. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Tenant elsewhere. At any time, Tenant may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.
5. Licensed insurance agents may receive a commission on the LRRL policy.
6. The cost to the Lessee for the LRRL coverage shall be nine dollars and fifty cents Dollars (\$9.50) per month. Additionally, an Administration Fee in the amount of Three Dollars (\$3.00) to be retained by Verandah Properties, LLC for processing and handling will be charged.

Scheduling under the LRRL policy is not mandatory and Tenant may purchase Required Insurance from an insurance agent or insurance company of Tenant's choice at any time and coverage under the LRRL policy will be terminated by the Landlord.

IN WITNESS WHEREOF, the parties hereto have caused these present, to be signed, in person or by a person duly authorized, the day and year first above written.

Landlord's Agent:
Verandah Properties LLC.

We acknowledge that we are each, jointly and severally, responsible for performance of, and have read and understand, all covenants, terms, and conditions of this **Lease Agreement** and any Addendums herein and hereafter attached.

Birgit Delazanos
Operations Director

Date

Tenant

Date

Pamela McNab-Syvertson
Broker/Owner

Date

Tenant

Date

Tenant

Date

Tenant

Date

SAMPLE