

RENTAL AGREEMENT

LANDLORD: RentalProperty4u, LLC / Larry Williams / Nicole Cavaliere


TENANT: _____

PROPERTY: _____

IN CONSIDERATION of the mutual covenants and agreements herein contained, the Landlord hereby leases to the Tenant and Tenant hereby leases from Landlord the above-described property under the following terms contained herein:

1. **TERM.** This lease shall be for a term of _____ beginning _____ and ending_____.

2. **RENT.** The rent shall be \$_____ per _____ and shall be due on or before the _____ of each_____. In the event the rent is received more than three (3) days late, a **late charge** of \$_____ shall be due on the fourth day. In the event a check bounces or a three day notice must be posted, Tenant agrees to pay an additional \$_____ service charge.

3. **PAYMENT.** Payment must be received by the Landlord on or before the due date at the following: PO Box 91485, Lakeland, Florida 33804 or via PayPal  or in person. Payments not received on or before the due date will result in a late fee to the Tenant (Section 2. Rent). Acceptable forms of payment for Rent to the Landlord shall be cash, money order, cashier's check, or PayPal payment.

In the event that the payment by the Tenant is returned for insufficient funds (NSF) or if the Tenant stops payment, the Landlord may require the Tenant to pay Rent in cash for three months, and that all future Rent payments shall be remitted by the Tenant to the Landlord by money order, cashier's check, or PayPal payment.

Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

4. **DEFAULT.** In the event the Tenant defaults under any terms of this lease, the Landlord may recover possession of the property as provided by Law and seek monetary damages to include all associated fees (e.g. Clerk of Court fees) and Attorney's fees.

If Landlord determines that the Tenant is in default of this Agreement, Landlord shall provide Tenant with a notice of default, and Tenant shall have a limited number of days to cure the default unless otherwise excepted: (a) for the failure to pay rent when due, Tenant shall have

three (3) days to cure; (b) for activities in contravention of this Agreement (including but not limited to having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary), the Tenant shall have seven (7) days to cure. If Tenant fails to cure the default within the required time frame, Landlord may immediately terminate this Agreement, and Tenant shall immediately vacate the Premises and shall return the keys to Landlord. However, if Tenant's default is of a nature that Tenant should not be given an opportunity to cure the default (including but not limited to destruction, damage, or misuse of Landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance), or if the default constitutes a subsequent or continuing default within twelve (12) months of a written warning by Landlord of a similar violation, Landlord may deliver a written notice to Tenant specifying the default and Landlord's intent to terminate this Agreement. In such event, Landlord may terminate this Agreement, and Tenant shall have seven (7) days from the date that the notice is delivered to vacate the premises. In addition, if this Agreement is terminated pursuant to this paragraph, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity.

5. SECURITY DEPOSIT. Landlord acknowledges receipt of the sum of \$_____ as the last month's rent under this lease, plus \$_____ dollars as the security deposit. The security deposit will be fully refunded, unless damage to property has occurred and or repairs/clean-up are necessary to restore property to the condition it was at the commencement of this lease Agreement. The balance of the security deposit or the full security deposit will be refunded within fifteen (15) days from the date possession is delivered to the Landlord provided the Tenant leaves a forwarding address as required by law.

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 or her 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 / repairs provided the Tenant leaves a forwarding address as required by law.

6. UTILITIES. Tenant will establish utilities in their name and agrees to pay all utility charges on the property. The Landlord is not responsible for these costs, charges, and or bills.

7. CONDITION AND MAINTENANCE OF PROPERTY. Tenant stipulates, represents, and warrants that the Tenant has examined the property and acknowledges it to be in good order, repair, and in a safe, clean and tenantable condition at the time of this Lease.

Tenant shall immediately repair any and all damage to the premises caused by Tenant or Tenant's guests. In the event of maintenance problems not caused by Tenant, they shall be **immediately** reported to Landlord. The Landlord will make all necessary repairs to the property as

deemed necessary by the Landlord.

The Tenant will, at their sole expense, keep and maintain the property and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, the Tenant shall:

- Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- Not obstruct or cover the windows or doors;
- Not leave windows or doors in an open position during any inclement weather;
- Not hang laundry, clothing, sheets, etc. from any window, rail, porch nor air or dry any of same within the yard area or space;
- Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of the Landlord;
- Keep all air conditioning filters clean and free from dirt;
- Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. The Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, or other substances to be thrown or deposited therein. Any damage to such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by the Tenant.
- Keep all (house or vehicle) radios, televisions, stereos, etc. turned down to a level of sound that does not annoy or interfere with other residents;
- Any Tenant's family or guests shall at all times maintain order in the property and at all places on the property, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- Deposit all trash, garbage, rubbish, or refuse in the locations provided there for and shall not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

- Abide by and be bound by any and all rules, regulations, and laws affecting the property or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowner's Association, city or county ordinance, and or State Law.

8. **LOCKS.** The Tenant shall not change the locks to the premises without the prior written consent of the Landlord. The Landlord shall be given copies of the new keys and shall at all times have keys to access the premises in case of emergencies.

9. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of the Landlord. Consent by the Landlord to one such assignment, sub-letting, or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of the Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at the Landlord's option, terminate this Agreement.

10. **USE OR PROPERTY / PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of the persons listed on the rental application exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

Tenant shall not use the premises for any illegal purpose which will increase the Tenant's or Landlord's rate of insurance. The Tenant shall not cause a nuisance for the Landlord, other Tenants, and or neighboring residents.

11. **LIABILITY / INDEMNIFICATION.** LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR

WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND TENANT HOLDS HARMLESS THE LANDLORD FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY TENANT ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PREMISES.

Additionally, the Tenant shall be responsible for insurance and agrees not to hold Landlord liable for any damages to Tenant's personal property on the premises. The Landlord is not responsible for theft on the premises and the Tenant shall provide his / her own insurance for such purposes.

12. ACCESS / INSPECTION / SIGNAGE. Landlord reserves the right to enter the premises for the purpose of inspection and to show to prospective purchasers said property after giving the Tenant reasonable notice as require by law. Landlord reserves the right to enter the premises in cases of emergencies as provided by law.

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

13. PETS / COMPANION ANIMALS. No pets or companion animals shall be allowed on the premises without the prior expressed written consent of the Landlord. The Landlord reserves the right to assess a non-refundable pet deposit.

14. OCCUPANCY. The premises shall not be occupied by more than _____ adult(s) and _____ child(ren).

15. PARKING / STORING / REPAIR. Tenant agrees to park on the concrete driveway provided as the designated parking area. Tenant agrees to have a maximum of two vehicles on the property, unless otherwise stated by prior written consent of the Landlord. Tenant shall not park or store any boats (vessels) and or recreation vehicles on the property and shall not disassembled or repair vehicles on the premises. Minor vehicle repairs not taking more than one day may be performed on premises.

16. FURNISHINGS. The following articles provided to Tenant are to be returned in good condition at the termination of this lease:_____.

17. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations, changes, or improvements to the property without the prior expressed written consent of the Landlord. Any such alterations, changes, or improvements shall become the property of the Landlord and / or shall terminate this lease with the Landlord having an option to exercise the termination. The Landlord also reserves the right to keep the Tenant's security deposit.

Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

18. ENTIRE AGREEMENT. This lease constitutes the entire Agreement between the parties and may not be modified except in writing signed by both parties. It will be attached herein as an "Exhibit" to this agreement.

19. HARASSMENT. Tenant shall not do any acts to intentionally harass the Landlord, any other Tenant(s) and/or neighboring residents.

20. ATTORNEY'S FEES / CLERK'S FEES / ASSOCIATED FEES. In the event it becomes necessary to enforce any part of this Agreement through the services of an attorney and or a hearing before the court, the Tenant shall be required to pay the Landlord's attorney's fees along with any and all other fees associated with this (these) action(s) (e.g. Clerk of Court Fees). This also includes but is not limited to the collection of rent, rental, and or gaining possession of the property.

21. SEVERABILITY. In the event any section of this Agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.

If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

22. RECORDING. This lease shall not be recorded in any public records. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

23. **WAIVER.** Any failure by the Landlord to exercise any rights under this Agreement shall not constitute a waiver of Landlord's rights.

24. **ABANDONMENT.** In the event the Tenant abandons the property prior to the expiration of the lease, Landlord may re-let the premises and hold Tenant liable for any costs, lost rent, or damage to the premises. Landlord may dispose of any property abandoned by Tenant as the Landlord deems appropriate.

If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so. BY SIGNING THIS AGREEMENT, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

25. **SUBORDINATION.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

Tenant's interest in the premises shall be subordinate to any encumbrances now or hereafter placed on the premises, to any advances made under such encumbrances, and to any extensions or renewals thereof. Tenant agrees to sign any documents indicating such subordination which may be required by Tenant(s).

26. **SURRENDER OF PREMISES.** At the expiration of the term of this lease, Tenant shall immediately surrender the premises in as good a state and condition as they were at the commencement of this lease agreement.

27. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

28. TENANT'S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at FIFTY DOLLARS (\$50.00) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

29. DAMAGE TO PROPERTY. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

30. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

31. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

32. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

33. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

34. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

35. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

36. **WAIVER OF JURY TRIAL.** LANDLORD AND TENANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT, SPECIFICALLY BUT NOT LIMITED TO, ANY ISSUES INVOLVING TENANT'S TENANCY.

37. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested and or it posted on tenant's door (The rental property address listed on page one). TENANT HEREBY WAIVES HIS / HER RIGHT TO NOTICE PURSUANT TO FLORIDA LAW.

38. **LIENS.** The estate of Landlord shall not be subject to any liens for improvements contracted by Tenant.

39. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

40. **RADON GAS DISCLOSURE.** As required by law, the Landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have not been found in this rental building, because testing has not been conducted and testing is not going to be conducted. Additional information regarding radon, radon gas, and radon testing may be obtained from the county public health unit.

41. **LEAD PAINT DISCLOSURE.** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify

the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.” There has not been any assessment or inspection on this rental property to the Lessor’s knowledge.

41. MISCELLANEOUS PROVISIONS: _____

WITNESS the hands and seals of the parties hereto as of this _____ day of _____, _____.

LANDLORD: _____

TENANT: _____

CO-TENANT: _____

WITNESS: _____

(Optional)