

**RESIDENCE LEASE CONTRACT**  
**(Print or Type into Form)**

Date: \_\_\_\_\_  
(Date form completed)

1A. **PARTIES.** This Lease is between TENANT(S) \_\_\_\_\_  
and Owner/Property Manager/Landlord Miranda Duguid for  
Residence at (address) \_\_\_\_\_ (city) Tallahassee, Florida, Zip Code: \_\_\_\_\_,  
for use as a private Residence only. The term "Tenant" in this Lease refers to all Tenants listed above, unless otherwise  
stated.

1B. **OCCUPANTS.** The Residence will be occupied by Tenants and (list all other adults and minors)  
\_\_\_\_\_  
\_\_\_\_\_

No other occupants are permitted. Persons not listed above may not stay in the Residence for more than ten consecutive  
days without Owner's written consent, and not more than twice that many days in any one month.  
The following pets are permitted (list name, breed, and weight): \_\_\_\_\_

2. **LEASE TERM.** The initial term of the Lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
and end the \_\_\_\_\_ day of \_\_\_\_\_ (at 11:00 a.m.), 20\_\_\_\_. This Lease will be automatically  
renewed on a month-to-month basis unless written notice of termination is given by either party at least 30 days before the  
end of the above Lease term or renewal period or unless another Lease is signed by both parties. If there are multiple Tenants,  
written notice of termination from one Tenant will be considered notice from all Tenants.

3. **MOVE-OUT.** At least 30 days written notice of intent to move out must be given to Owner. In no event may Tenant's  
move-out notice terminate the Lease sooner than the end of the Lease term or renewal period. Tenant's move-out notice  
must terminate the Lease (check one)  on the last day of the month following the next rental due, or  on the exact day  
designated in the move-out notice but no sooner than 30 days after the notice. (If neither is checked, the first option above  
shall control.) Verbal move-out notice is not sufficient under any circumstances. Tenant shall be responsible for obtaining  
written acknowledgement from Owner that move-out notice has been received. If Tenant fails to give the 30-day written  
move-out notice or if Tenant moves out without rent being paid in full for the entire Lease term or renewal period, Tenant  
will be liable under paragraph 16 for a cost-of-reletting charge of one month's rent or remainder of lease whichever is less  
plus continued liability for future rentals and other damages or charges which Owner is entitled.

4. **SECURITY DEPOSIT.** Tenant has deposited with Owner a security deposit (see paragraph 29: 2A and 2B) in the amount  
of \$ \_\_\_\_\_ and a pet fee in the amount of \$ \_\_\_\_\_ for the performance of each and every covenant and agreement  
of the Lease. Owner shall have the right, but not the obligation to apply the security deposit in whole or in part in payment  
of any unpaid rent or other amount due because of an unperformed covenant or agreement by Tenant. Owner's right of  
possession of the premises for non-payment of rent or for any other reason shall not be affected by the fact Owner holds the  
security deposit. Tenant's liability is not limited to the amount of the security deposit. On termination of the Lease and full  
payment for all amounts due and performance of all Tenant's covenants and agreements (including surrender of Residence  
in accordance with paragraph 21), the security deposit or any portion thereof remaining unapplied shall be returned to Tenant.  
Should the Tenant, after the date of this agreement, desire to keep a pet on the premises, express approval of Owner must be  
obtained in writing and an additional fee paid.

Security Deposit Received Amount: \$ \_\_\_\_\_, Date \_\_\_\_\_  
Pet Fee Received Amount: \$ \_\_\_\_\_, Date \_\_\_\_\_

5. **RENT AND FEES.** Tenant will pay \$ \_\_\_\_\_ per month for rental plus \$ \_\_\_\_\_ per month for pet(s) listed in  
paragraph 1B, payable in advance and without demand at **7868 Reynolds Ct, Tallahassee, FL 32312 (by mail only) on or  
before the first day of each month (the due date).** Rent unpaid after the due date is delinquent and will authorize all  
remedies in the Lease, particularly paragraphs 16 and 17. If all rent is not paid on or before the third of the month, Tenant  
agrees to pay an initial late charge of \$ \_\_\_\_\_ plus a late charge of \$ \_\_\_\_\_ per day thereafter until paid in full. Daily late charges  
shall not exceed 30 days for any single month's rent. Tenant agrees to pay a charge of \$15.00 or 5.0% of the check amount,  
whichever is greater, for each returned check, plus initial and daily charges from the late charge date until acceptable payment  
is received by Owner. After the first such occurrence, it will be necessary for that tenant to submit all future payments in  
certified funds (i.e. money order or certified check). Pet charges for violating the pet restrictions of this Lease, particularly  
paragraph 13, shall be \$500. Tenant will be charged a trip fee of \$50 to let tenant into their house when they have locked  
themselves out. Tenants right to possession and all of Owner's obligations are expressly contingent upon prompt payment  
of rent, and use of the premises by Tenant is obtained only on the condition that rent is paid on time. Payment of rent shall

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Tenant(s) Initials

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Owner Initials

be an independent covenant. At Owner's option, monies received (other than sale proceeds under paragraph 17 or utility payments subject to governmental regulations) may at any time be applied first to non-rental obligations of Tenant, then to rent, regardless of notations on checks and regardless of when the obligations are incurred. At Owner's option, Owner may at any time require that all rent and other sums be paid in either certified check, cashier's check, money order or one monthly check rather than multiple checks. The above rental figure is for a  furnished or  unfurnished Residence. Prorated rent from commencement date to the first of the next month is \$\_\_\_\_\_.

6. **UTILITIES.** Tenant shall pay for all utilities and related deposits and for all charges on Tenant's utility bills. Tenant shall not allow electricity to be disconnected by any means (including nonpayment of bill) until the end of the Lease term or renewal period.

7. **SPECIAL PROVISIONS.** The following special provisions and any addendums shall control over any conflicting provisions of this printed Lease form.

- By initialing, the undersigned agrees that **pets are never allowed at any time, except as laid out in paragraph 1B.** If at any time during the Lease period, pets are in or being kept on the property, there will be a \$500 fine payable immediately to Owner. It will be the responsibility of the Tenants to maintain the Residence pest-free. The Owner does not provide on-going pest control service.

- The City of Tallahassee has an ordinance whereby a landlord can lose his right to rent his property if the occupants are cited for breaking any ordinance including, but not limited to, those related to noisy parties, unsanitary conditions, animal abuse, parking in a place other than the designated area, or the inappropriate disposal of solid waste. There will be a fine, payable by Tenant, of \$200 for the first occurrence, and a \$500 fine and immediate eviction for the second occurrence of such acts.

- \_\_\_\_\_  
\_\_\_\_\_  
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8. **RULES AND POLICIES.** Tenant, Tenant's guests and occupants shall comply with written Residence rules (including community policies) which shall be considered part of this Lease. Owner may make reasonable rule changes when in writing and distributed to Tenant. Changes will be effective immediately. Tenant agrees that the conduct of Tenant and Tenant's guests and occupants shall not be disorderly, boisterous or unlawful; and shall not disturb the rights, comforts or conveniences of other persons in or near the Residence. Tenant shall be liable to Owner for damages caused by Tenant or Tenant's guests or occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The Residence and other areas which are reserved for Tenant's private use shall be kept clean and sanitary by Tenant. Owner may regulate use of patio, porch, or deck. Garbage shall be disposed of only in appropriate receptacles. Any swimming pools, hot tubs, exercise rooms, storerooms, laundry rooms and other improvements are to be used wholly at the risk of the person and persons using them. Owner may regulate the manner, time and place of all parking. Owner may regulate, limit or prohibit from the Residence the following: motorcycles, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, deliverymen, solicitors and guests who in the Owner's reasonable judgment have been disturbing the peace, disturbing neighbors, or violating this Lease or Residence rules. Pursuant to Florida law, law officers may without notice remove inoperable vehicles with expired licenses or inspection stickers. Owner may remove illegally parked vehicles pursuant to Florida law. Flashlights (not candles or kerosene lamps) shall be used if electricity is interrupted. Storage of non-laundry related items in laundry rooms having gas appliances is prohibited. No businesses may be operated in or from the Residence. Upon payment of a reasonable charge, Tenant may require Owner to change (or re-key) a door lock. A Tenant who moves out prior to the end of the Lease term or renewal period is no longer entitled to occupancy or keys. Keys may not be duplicated without Owner's written consent. Residence rules may be enforced through Owners or agents, and Tenant shall hold same harmless from reasonable enforcement.

9. **CONDITION OF THE RESIDENCE ON MOVING IN AND MOVING OUT.** Tenant accepts the Residence, fixtures, and/or furniture as is, except for conditions materially affecting health or safety of ordinary persons. Owner makes no implied warranties. A Move-In Checklist and Damage Report Form will be provided to Tenant upon move-in. Within 72 hours after move-in, Tenant shall note any defects or damages to the Residence on the Damage Report form and return it to Owner; otherwise, everything will be deemed to be in clean and good condition. Tenant accepts the premises subject to and subordinate to any existing or future recorded mortgage or lien applicable to the premises. Tenant shall use reasonable diligence in care of the Residence. Tenant may not make any alterations to Owner's property without Owner's prior written consent. No holes or stickers shall be put anywhere inside or outside of the Residence; however, a reasonable number of

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Tenant(s) Initials

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Owner Initials

small nail holes for picture hanging will be permitted in sheet rock walls and in grooves of wood paneled walls. Alternative picture hanging methods (in lieu of small nails) may be required by Owner's rules and regulations. No antenna installations, additional phone or TV cable outlets, or lock changes (including re-keying or additions or locks) will be permitted except by Owner's prior written consent. Tenant will not remove Owner's fixtures or furniture from the Residence for any purpose. When Tenant moves in, Owner shall furnish light bulbs of prescribed wattage for Residence light fixtures and any lamps furnished by Owner. Thereafter, light bulbs will be replaced at Tenant's expense. When moving out, Tenant agrees to surrender the Residence in the same condition as when received, reasonable wear expected. Reasonable wear means wear which occurs without negligence, carelessness, accident or abuse. No water furniture is allowed. If water furniture of any kind is found in the apartment, including but not limited to a water bed, a fine of \$500 will be assessed, payable to the owner immediately, and the item will be removed from the premises immediately.

10. **LIABILITY.** Owner will not be liable to any Tenant, guest or occupant for damages or loss to person(s) or property caused by other persons, including theft, burglary, assault, vandalism or any and all other crimes. Owner will not be liable to any Tenant, guest or occupant for personal injury or damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or any other occurrences unless such injury, loss or damage is caused by negligence of Owner. *Tenants are strongly urged to secure their own insurance to protect against all of the above occurrences. Owner will furnish smoke detectors, locks and latches as required by Florida Statute. Repair requests for same must be in writing. Except as required by Florida Statute, Owner will furnish no additional smoke detectors, extra locks and latches, security guards or patrols, security lighting, security gates or fences, or other forms of security.* Tenant agrees to exercise due care for the safety and security of Tenant and all persons in Tenant's Residence.
11. **SERVICE, REPAIRS AND MALFUNCTIONS.** Tenant agrees to submit all requests for repairs and services in writing to Owner, except in an emergency when telephone calls will be accepted. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property and/or to perform repairs or maintenance which require such interruption. In case of malfunction of utilities or damage by fire, water, or similar cause, Tenant shall notify Owner immediately. In case of malfunction of air conditioning or other equipment, Tenant shall notify Owner as soon as possible on a *business day*. Owner shall act with diligence in making repairs; and the Lease shall continue and the rent shall not abate during such periods except as otherwise specifically provided by Florida Statutes. If fire or catastrophe damages to the premises are substantial in the reasonable judgment of Owner, Owner may terminate this Lease within a reasonable time by giving written notice to Tenant. If the Lease is so terminated, rent shall be prorated and the balance refunded along with all deposit(s), less lawful deductions.
12. **REIMBURSEMENT.** Tenant shall promptly reimburse Owner in addition to rent, for any loss, property damage, or cost of repairs or service caused in the Residence by negligence or improper use by Tenant or Tenant's guests or occupants. If a service call is made to the premises because Tenant feels something is not operating correctly and nothing is found to be wrong and no repair is made, Tenant will pay for the service call. A plumbing bill for unclogging a toilet or drain is almost always billed to Tenant. All plumbing is working when Tenant moves in and anything put in a toilet or drain has been put there by Tenant or Tenant's guest. A \$50 trip fee, payable by Tenant, will be charged for any such trips or repairs made by Owner. *Owner will not be liable for and Tenant shall pay for the following if it occurs during the Lease term or renewal period: (a) damage to doors, windows, or screens unless due to negligence of Owner, (b) repair costs and damages from plumbing stoppage in lines exclusively serving Residence, and (c) damages from windows or doors left open.* Owner's failure or delay in demanding rent, damage reimbursement, late-payment charges, returned check charges, or any other sums due by Tenant shall not be deemed as a waiver; and Owner may require payment of same at any time, including deduction of same from the security deposit. Owner may require advance payment of repairs for which Tenant is liable.
13. **PET POLICY.** No pets are allowed, even temporarily, anywhere on the premises or in the Residence without Owner's prior written authorization. No unauthorized pets may be fed from the Residence. These pet prohibitions apply to mammals, reptiles, birds, fish, rodents and insects, including non-pet animals used in a trade or profession. Violation of the foregoing by Tenant or Tenant's guest or occupants, with or without Tenant's knowledge or permission, will subject Tenant to charges, damages, eviction and other remedies of this Lease.
14. **WHEN OWNER MAY ENTER.** If Tenant or Tenant's guest or occupant is present, then repairmen, servicemen, or Owners may enter the Residence during reasonable times for reasonable business purposes. If no one is in the Residence, then repairmen, servicemen, or Owners may enter at reasonable times by duplicate or master key (or by other means if locks have been changed in violation of this Lease) if (1) written notice of such entry is left in the Residence immediately thereafter, and (2) such entry is for responding to Tenant's requests; repairs; estimating repairs of refurbishing costs; pest control; preventative maintenance; filter changes; retrieving unreturned tools or appliances; emergency safety or fire inspections; avoiding property damage; preventing waste of utilities; exercising contractual lien; leaving notices; removing or re-keying unauthorized locks or latches; removing unauthorized window coverings; retrieving property owned or leased by former Tenants; showing Residence to prospective Tenants (after move-out or vacate notice has been given); or showing Residence to government inspectors, fire marshals, lenders, appraisers, prospective purchasers or insurance agents.

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Tenant(s) Initials

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Owner Initials

15. **DEFAULT BY OWNER.** Owner agrees to act with diligence to (a) keep common areas reasonably clean, (b) maintain fixtures, furniture, hot water, heating and/or air conditioning equipment, (c) remain in substantial compliance with applicable federal, state and local laws regarding safety and sanitation, and (d) make all reasonable repairs, subject to Tenant's obligation to pay for damages caused by Tenant or Tenant's guest or occupants. *If Owner violates the foregoing, Tenant may terminate this Lease only when the following procedures are followed:* (1) Tenant shall make written request for repair or remedy of the condition, and all rents must be current at such time, (2) after receipt of such request, Owner shall have reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor and utilities, (3) if such reasonable time has lapsed and if Owner has not made a diligent effort to repair, Tenant shall then give Owner written notice of intent to terminate the Lease unless the repair is made within seven days, and (4) if repair has not been made within such seven day period, Tenant may terminate this Lease. Then the security deposit(s) and prorata rent will be refunded as required by law.
- 16A. **DEFAULTS AND WAIVERS BY TENANTS.** Owner has vested right to cancel this Lease and remove Tenant from the premises for the following reasons: (1) failure to pay rent in advance as stipulated in paragraph 5 of this Lease; (2) bona fide breach of the peace resulting in complaints of other tenants and/or neighbors; (3) damage to or removal of any part of the leased premises; (4) violation of rules and regulations as set forth by Owner; and (5) breach of any covenant or agreement set forth in this Lease. Tenant(s) further agree that: (a) the obligation to pay rent during the term of the Lease or any extension thereof or any holdover residency shall not be waived, released or terminated by the service of any notice, demand for possession, notice of termination of residency, institution of any action of forcible detainer, ejectment or for any other act or acts resulting in termination of Tenant's right of possession. (b) The payments or receipt of rent due shall not waive or affect any such notice, demand, suit or in any manner waive, affect, change, modify or alter Owner's rights or remedies. (c) The acceptance of liquidated damages pursuant to paragraph 16D shall not be a waiver by Owner of the right of re-entry, nor shall any other act in the apparent affirmation of the residency at the termination of this Lease operate as a waiver of the right to terminate this Lease or operate as an extension thereof, nor shall the provision of paragraph 22 affect the Owner's right, at his election, to treat Tenant as a holdover Tenant under the terms of this Lease. (d) Tenant hereby waives any and all notices, elections, demands, and terminations by or from Owner whether or not provided for by Florida Statute, except only if waiver is specifically prohibited by Statute. (e) The acceptance by Owner of rent after it falls due or after knowledge of any breach of this Lease by Tenant, or the giving of any notice of making of any demand or any other act or waiver by Owner other than a specific waiver or election, shall not be construed as a waiver of any rights of Owner under this Lease or as an election not to proceed under provisions of this Lease. (f) Owner's rights and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right of remedy. (g) Except only as otherwise specifically provided by Statute, neither Owner nor Owner's agents shall be liable for damages to Tenant or to any persons claiming through Tenant (nor shall rent be abated) for damages to or loss of property wherever located from any cause whatever. (h) Tenant's rights under this Lease and any extension thereof shall be and are subordinated at all times to any present or future mortgages on the real estate (or any part of it) on which the building is situated and to all advances upon the security of such mortgages. Tenant shall execute any further instruments required by Owner to effect such subordination and hereby irrevocably appoints Owner (and, if more than one person's name appears as Owner, any one of them) as attorney-in-fact to execute and deliver such instruments in Tenant's name.
- 16B. **ASSIGNMENT, SUBLETTING, ABANDONMENT, RE-LETTING, TERMINATION OF RIGHT OF POSSESSION, RE-ENTRY.** Tenant shall neither sublet the Residence nor any part thereof nor assign this Lease nor permit by any act of default of himself or any person, any transfer of Tenant's interest by operation of law, nor offer the Residence or any part thereof for lease or sublease without, in each case, the written consent of Owner. If Tenant vacates or abandons the Residence, fifteen days non-occupation being deemed an abandonment (except by prior arrangement with Owner), or breaches any covenant or agreement in this Lease, Tenant's right to possession of the Residence shall immediately terminate. The mere retention of possessions thereafter by Tenant shall constitute a forcible detainer and if Owner so elects, but not otherwise, this Lease shall thereupon terminate, but this Lease shall automatically terminate without need of an election by Owner or any transfer of Tenant's interest by operation of law such as Tenant's bankruptcy or insolvency. In any such event the Residence or any part of it may be relet by Owner for such rent and such terms, and such period as Owner may elect without releasing Tenant from any liability under this Lease. On such termination Tenant shall surrender possession of the Residence immediately and Owner or Owner's agent shall have full and free license, with or without process of law, to enter and take possession of the Residence and expel and remove Tenant or any other person who may be occupying the Residence and to repossess himself of the Residence as of this former estate. Such entry by Owner's agent shall not constitute trespass or forcible entry and detainer and shall not cause a forfeiture of rents due by virtue thereof, nor a waiver of Tenant's covenants or agreements in this Lease. Owner may for any reason reject any prospective new tenant offered by Tenant or by others. Owner may let other vacancies first before re-letting or attempting to rent the Residence. Tenant shall on demand pay all deficiencies if the rent on re-letting is not sufficient to satisfy the rent provided in this Lease and in addition shall pay all expenses of re-letting, including decorating, repairs, replacements and brokerage commissions.

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Tenant(s) Initials

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Owner Initials

- 16C. **COST OF RE-LETTING.** If Tenant moves out and Owner takes possession for the account of Tenant, Owner shall use diligence to re-let and all subsequent rentals received shall be credited against Tenant's liability for future rentals. However, if Tenant is evicted or if Tenant moves out without Owner's written approval and without rent being paid in full for the entire Lease term or renewal or extension period, Tenant shall remain liable for future rents and shall be charged for costs of re-letting regardless of whether re-letting attempts are successful. Since time, effort, and expense of finding and processing a replacement are uncertain and difficult to ascertain (particularly those relating to inconvenience, paperwork, advertising, showing Residences, air conditioning and utilities for showing, processing prospects, office overhead, marketing costs and locator service fees), it is agreed that costs of re-letting shall be the amount stipulated in paragraph 3, such amount being reasonable under the circumstances existing at the time of signing. Such amount shall be due at move-out as additional rent and shall liquidate Tenant's liability for the above cost of re-letting; but it shall not liquidate or terminate Tenant's liability for past rentals, future rentals, cleaning, repairing, repainting, lock changes, or other sums due under this Lease; and the foregoing shall not waive or diminish Owner's right to recover such other amounts.
- 16D. **HOLDOVER.** If Tenant holds over and fails to vacate on or before the required move-out date (i.e. the end of the Lease term or renewal or extension period after proper move-out or vacate notice has been given under paragraph 3, or a different move-out date agreed to by the parties in writing), Owner may recover double the amount of the rent due for each day Tenant holds over and refuses to surrender possession. Such daily rent shall be derived by dividing the rent for the last month of the Lease by 15. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand.
17. **LANDLORD'S LIEN.** All personal property on the premises (except property statutorily exempt by Florida Statute, 713.691(2) is subject to a landlord's lien to secure payment of accrued rent. When possession of the premises has been returned to Owner by surrender, action for possession, or abandonment, Owners or law officers may peacefully enter, remove, and store all property still remaining in the Residence or storerooms. Property which is removed or stored by Owner or law officers pursuant hereto shall be returned to Tenant upon payment of reasonable charges and expenses for packing, removing, and storing all the property; and the property may be sold or otherwise disposed of for nonpayment thereof under the procedures provided pursuant to Florida Statute 715.10.

#### GENERAL PROVISIONS APPLICABLE TO MOVE-OUT

18. **WRITTEN MOVE-OUT NOTICE.** *Verbal move-out notice is not sufficient under any circumstances. Written move-out notice must be given. Procedures for 30-day move-out notice and the consequences of insufficient notice or early move-out are set forth in paragraphs 2 and 3.*
19. **FULL LEASE TERM.** Unless Owner consents in writing, Tenant agrees not to move out of the Residence prior to the end of the Lease term or renewal or extension period without the rentals for the entire Lease term or renewal or extension period being paid in full.
20. **RENTAL PAYMENTS.** Tenant shall not use the security deposit(s) as rent. The full monthly rent shall be paid on or before the due date of each month, including the last month of occupancy.
21. **SURRENDER.** In order for the security deposit return period for deposit refund to begin, all Tenants who signed the Lease must have surrendered the premises.
22. **NO HOLDING OVER.** Tenant agrees not to stay beyond the date and time Tenant is supposed to move out. Move-out date/time cannot be changed without mutual agreement in writing by Owner and Tenant. Holding over shall subject Tenant to the provisions of paragraph 16D.
23. **FORWARDING ADDRESS.** A written copy of each Tenant's forwarding address shall be left with Owner.

#### DEDUCTIONS FROM TOTAL SECURITY DEPOSIT(S)

24. **CLEANING.** The Residence, including furniture, bathrooms, and kitchen appliances, must be cleaned thoroughly. If Tenant fails to clean in accordance with the above, reasonable charges to complete such cleaning shall be deducted. This includes, but is not limited to, charges for cleaning carpets, draperies, furniture, walls, etc. which are soiled beyond reasonable wear, plus any utility expenses incurred because of such cleaning. (See Security Deposit Agreement and move out forms.)
25. **OTHER DEDUCTIONS.** Tenant shall be liable for and appropriate charges will be deducted for any unpaid sums due under the Lease; unpaid rent; unpaid utilities; unreimbursed service charges; damages or repairs to the Residence or its contents (beyond reasonable wear); utilities for repairs; trips to let in company representatives to remove Tenant's telephone or TV cable services or rental items (if Tenant requests same or has moved out); trips to open Residence when Tenant has lost or forgotten key; key duplicates; unreturned keys; insufficient light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or re-keying unauthorized locks or latches; agreed costs or re-letting; packing, removing, or storing property removed or stored pursuant to paragraph 17; moving illegally parked vehicles; late payment and returned check charges; attorney's fees, court costs, and Owner's time and inconvenience in any valid eviction proceeding against Tenant; and other lawful deductions. If keys are not returned or if rent has been accelerated under paragraph 16A or if Tenant

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Tenant(s) Initials

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Owner Initials

is evicted, charges may be made for change of door locks and new keys. Security deposits will be first applied to nonrent items, then to unpaid rent.

26. **PET CHARGES.** If the pet restrictions of this Lease (particularly paragraph 13) are violated, a charge will be made as set forth in paragraph 5; and such violation will be cause for termination of Tenant's right of occupancy and/or suit by Owner for damages. Also, if a pet has been kept on the premises at any time during the Tenant's term or occupancy by anyone (with or without Owner's written consent), a deduction may be made for de-fleaing, deodorizing, and/or shampooing in order to protect future Tenants from possible health hazards.
27. **INSPECTION UPON MOVE-OUT.** Tenant is urged to make an appointment with Owner for move-out inspection of the Residence. Estimates or commitments by Owner regarding amounts of or deductibility of repairs, damages, or charges will not be made at the time of the inspection.

#### MISCELLANEOUS

28. **MULTIPLE TENANTS OR OCCUPANTS.** Each Tenant and each Tenant's share of the total security deposit is jointly and severally liable for all obligations and sums due under the Lease. Violation of the Lease by Tenant or Tenant's guests or occupants shall be considered a violation by all Tenants. Notice by Owner to one Tenant constitutes notice to all Tenants. Entry permission or service request from any Tenant, co-occupant, or guest shall be deemed to be from all Tenants. The balance of all security deposits may be refunded in one check jointly payable to all Tenants and such joint refund check and/or itemization of deductions may be mailed to one Tenant only except where agreed to in writing and an additional fee has been charged.
29. **NOTICE AND DISCLOSURES.** Pursuant to Chapter 4 of the Rules adopted by the Florida Cabinet under the authority of Section 501,205, Florida Statutes, Owner makes the following disclosures to the Tenant.
1. Miranda Duguid (850-443-3464) is authorized to receive notices and demands of Tenant in regards to the Lease property.
  2. Owner is holding your security deposit in an account for the benefit of the Tenants at SunTrust Bank located in Tallahassee, FL.
  3. Your security deposit will be returned to you after termination of Lease agreement in accordance with Section 83.49, Florida Statutes, and the Security Deposit Agreement.
  4. Pursuant to Chapter 88-285 of the Law of Florida, Florida Statute 404.056(8), Owner makes the following notification to Tenant. Radon Gas: Radon is a naturally occurring radioactive gas that, when it is 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.
- 30A. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed because of construction or prior Tenant's holding over, Owner shall not be liable to Tenant for such delay, and the Lease shall remain in force subject to (1) abatement of rentals on a daily basis during delay, and (2) Tenant's right to terminate as set forth below. Such termination must be in writing. After such termination, Tenant shall be entitled only to refund of deposit(s) and any rentals paid. Tenant's above-right of rent abatement or Lease termination shall not apply if delay is due to cleaning or repairs which do not prevent occupancy by Tenant.
- 30B. **NOTICE OF ACTUAL DELAY.** If Owner gives written notice to any one of the Tenants listed in paragraph 1 on or after Lease commencement date and if such notice states that occupancy has been delayed because of a prior Tenant's holding over and the Residence will be ready for occupancy on a specific date, Tenant may terminate the Lease within 3 days after any one of such Tenants receives such written notice, but not thereafter.
- 30C. **NEW COMMENCEMENT DATE.** A readiness date given by Owner to Tenant in writing shall be considered the new Lease commencement date for all purposes, including the right of Tenant to terminate under this paragraph if the Residence is not ready on such new commencement date. Such new commencement date may never be moved to an earlier date except by mutual agreement of Owner and Tenant.
- 30D. **NO NOTICE OF DELAY.** If holdover delay actually occurs and if Owner has not given notice of delay under one of the above paragraphs, Tenant may terminate up to the date the Residence is ready for occupancy, but not thereafter.
31. **RELEASE OF TENANT.** Except under the military clause below, Tenant will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, reconciliation, loss of co-Tenant, bad health, death, voluntary enlistment in the armed services, or any other reason, unless otherwise agreed to and specified in writing in paragraph 7. However, if Tenant secures a replacement satisfactory to Owner, Tenant's liability for future rentals will be reduced by the amount of rentals actually received from such replacement. If Tenant is or becomes a member of the Armed Forces on extended active duty and receives change-of-station orders to permanently depart the local area, or is relieved from such active duty, then Tenant may terminate this Lease by giving 30 days written notice to Owner. Such notice shall effectively terminate the Lease 30 days after the next monthly rental payment is due. In such event, Tenant agrees to furnish Owner a copy of the official orders which warrant termination of the Lease. Military permission for base

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Tenant(s) Initials

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Owner Initials

housing does not constitute a permanent change-of-station order. After move-out, such Tenant shall be entitled to return of security deposit(s), less lawful deductions.

- 32. **RENTAL INCREASES.** The following shall apply unless otherwise specified in writing in paragraph 7. No rental increases shall be allowed during the Lease term. At least 30 days prior written notice by Owner is required for any rental increase. If such notice of rental increase is given to Tenant and Tenant fails to sign Lease at new rental rate, this Lease then shall automatically continue on a month-to-month basis at the increased rental rate beginning on the effective date of the rental increase.
- 33. **GENERAL.** *No oral agreements have been made.* This Lease is the entire agreement between the parties. Owner does not have authority to waive, amend or terminate this Lease or any part of it, except in writing. Tenant’s statements in the rental application were relied upon by Owner in executing this Lease, and any misinformation therein shall be considered cause for termination by Owner of Tenant’s right of occupancy. *Tenant may not withhold rent or offset against rent except as specifically provided by Florida Statutes.* Notice by Owner to one Tenant constitutes notice to all Tenants. All obligations are to be performed in the county where the Residence is located. Unless otherwise stated in this Lease, all sums owed by Tenant are due upon demand. Owner’s past delay or non-enforcement of acceleration, contractual lien, rental due date, or any other right shall not be a waiver thereof under any circumstances. Omission of initials on page 1 does not invalidate this Lease. This Lease shall be binding on subsequent Owners of the Residence. In any civil action involving contractual or statutory obligation of Owner or Tenant under this lease, the prevailing party shall be entitled to recover attorney’s fees and all other cost of litigation from the non-prevailing party. All amounts in any lawsuit judgment shall bear 18% interest per annum from due date, or maximum rate permitted by law whichever is less. Any clause declared invalid by law shall not invalidate the remainder of this Lease.
- 34. **COPIES.** This Lease has been executed in multiple copies, one for Tenant and one or more for Owner. A copy of Owner’s rules and regulations, if any, will be furnished when Tenant moves in, or earlier if desired. When a Move-In Inventory And Condition Form is completed within 3 days after Tenant moves in, both Tenant and Owner should retain a copy.

**THIS IS A BINDING LEGAL DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING.**

**TENANT OR TENANTS**  
(All Tenants must sign here)

**OWNER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## FEES

**(The tenants will be responsible for all of the actions of their guests and will be responsible for paying all fees.)**

### FEES ARE PAYABLE IMMEDIATELY

Some companies make more money in fees and penalties than they do in rent. Not us. There are no application fees, no renewal fees, no redecorating fees, no fees for small wall holes, and no fees for touch-up paint. There are, however, fees for some items that we believe are reasonable.

**Late Fees:** \$\_\_\_\_\_ if rent is received after a 3-day grace period plus \$\_\_\_\_ for each additional day (Lease §5).

**Bounced Checks:** \$15.00 or 5% of check amount, whichever is greater, the first time (Lease §5), accompanied by a written warning of the "breach of lease" and a call to your Parental Guarantor. Upon the second occurrence, a \$500 fine and immediate eviction.

**Trip Fees:** If you require the landlord to come out for something you have done/caused (example: clogged the toilet with a tampon, hair, kitty litter, etc.), there is a \$50 trip fee (Lease §12). If the repair requires a repairman, the landlord must meet the repairman and a trip fee will apply. Trip fees are not charged for maintenance items (example: AC filter replacement).

**Lock-out:** \$50 per trip (Lease §5).

**Pets:** \$\_\_\_\_\_ monthly pet rent for pets listed in lease. If the pet rent is not paid timely, within the same time frame as the base rent amount as specified in the lease, late fees will accrue. (Lease §5)

**Unauthorized pet on premises:** \$500 the first time (Lease §5 and §7), accompanied by a written warning of the "breach of lease". Upon the second occurrence, a \$500 fine and immediate eviction.

**Parking on the street or water meter:** \$50 per occurrence

**Garbage in yard:** \$30 per occurrence

**Painting:** There is an additional \$400 per room deposit required for each room you wish to paint. Prior approval is required. Before the end of your lease, you must put all walls and ceilings back to their original color to receive this deposit back.

**Subletting:** Tenant(s) must pay full amount of the costs for advertising plus \$40.00 per trip the landlord makes to show the house. Prior approval is required.

**Subletting (per sublet) with permission of landlord:** \$75 administrative fee plus trip fees.

**Subletting (per sublet) without permission:** Fine of \$200 and sublet will be immediately made to vacate the premises.

Any violations of the City of Tallahassee, Leon County, or Homeowners Association ordinances that result in a fine will be payable by tenant(s). Violations of a City ordinance as outlined in the lease will also incur a fine (Lease §7): \$200 for the first occurrence; \$500 and immediate eviction for second occurrence.

*Note: All money paid is attributable and applied to the rent and accrued fees in the order in which the rent or fee was accrued. For example: The \$880 rent is due on 1/1, but is not paid until 1/6. There is now a \$50 late fee (example). If the next money received is \$880 on 2/1, then \$50 is applied to the late fee and \$830 toward February's rent. February's rent is considered incomplete and late fees will accrue beginning on 2/4 until it is paid in full.*

**Signatures:**

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