

Real Estate Lease

This Lease Agreement (this "lease") is dated _____, by and between **JoAnn Pinna** ("Landlord), and _____ ("tenant").

The parties agree as follows:

PREMISES

Landlord, in consideration of the lease payment provided in this Lease, leases to Tenant 2BR/3 Bath Townhouse (the "Premises") located at 1500 Ocean Bay Drive, Unit R-1, Key Largo, Florida 33027. The lease term will begin on _____ and will terminate on _____.

LEASE PAYMENTS

Tenant shall pay landlord total lease payment of _____, payable in advance as follows: _____ is due upon lease signing along with Security Deposit (see Security Deposit below) and the balance of _____ is due by _____, for a total lease payment of _____. Lease payment shall be made to Landlord at 15181 NW 33 Pl, Miami, FL 33054 which may change from time to time by Landlord.

SECURITY DEPOSIT

At the time of the signing of this lease, Tenant shall pay to Landlord, in trust, a security deposit of _____ to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. The security deposit will be held in a separate non-interest bearing account at: JP Morgan Chase.

Upon the vacating of the premises for termination of the lease, Landlord shall have 15 days to return the security deposit together with interest if otherwise required, or in which to give Tenant written notice certified mail to Tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain as statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by Section 83.49(3). Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you received this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address). If Landlord fails to give the required notice within 15-day period, he or she forfeits the right to impose a claim upon the security deposit. Unless Tenant objects to the imposition of Landlord's claim or the amount thereof within 15 days after receipt of Landlord's notice of intention to impose a claim, Landlord may then deduct the amount of his or hers claim and shall remit the balance of the deposit to the Tenant within 30-days after the day the notice of intention to impose a claim of damages. If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to received his or hers court cost plus a reasonable fee for his or hers attorney. The court shall advance the cause on the calendar Compliance with this section by an individual or business.

Entity authorized in this state, including Florida-Licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This

section prevails over any other conflicting provisions in Chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in Section 475.25(1)(d).

POSSESSIONS

Tenant shall be entitled to possessions on the first day of the term of this lease, and shall yield possessions to Landlord on the last day of the term of the lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the premises to the Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES / ABSENCES

Tenant shall occupy and use the premises as dwelling unit. Tenant shall notify landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

OCCUPANTS

No more than (6) persons may reside on the Premises unless prior written consent from the Landlord is obtained.

PETS

No pets shall be allowed on the Premises.

PARKING

Tenant shall be entitled to use 2 parking spaces for the parking of motor vehicles.

PROPERTY INSURANCE

Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

KEYS

Tenant will be given 2 keys to the Premises and 0 mailbox keys. If all keys are not returned to Landlord following termination of the lease, Tenant shall be charged \$50.00.

LOCKOUT

If tenant becomes locked out of premises, Tenant will be charged \$50.00 to regain entry.

MAINTENANCE

Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repair necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for: Proper disposal of garbage in community receptacles.

UTILITIES AND SERVICES

Landlord shall be responsible for all utilities and services incurred in connection with the Premises.

TERMINATION UPON SALE OF THE PREMISES

Notwithstanding any other provision if this lease, Landlord may terminate this lease upon 30-days' written notice to Tenant that the Premises have been sold.

HABITABILITY

Tenant has inspected the Premises and Fixtures (or has had the Premises inspected on behalf of the Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS

Tenant shall be in default of this Lease if Tenant fails to fulfil any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligations within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cause of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by Law.

LATE PAYMENTS

For any payment that is not paid within 5 days after due date, Tenant shall pay a late fee of \$25.00.

HOLDOVER

If Tenant maintains possession of the Premises for any period after the termination of this lease ("Holdover Period"). Tenant shall pay Landlord lease payment(s) during the Holdover Period at a rate equal to 125% of the most recent rate preceding the Holdover Period. Such holdover shall constitute month-to-month extension of this Lease.

CUMULATIVE RIGHTS

The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS

Tenant shall be charged \$30.00 for each check that is returned to the Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES

Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgages, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without tenant's consent. During the

last three months of this lease, or any extension of this Lease, Landlord shall be allowed to display usual "To Let" signs and show Premises to prospective tenants.

DANGEROUS MATERIALS. Tenant shall not keep or on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

Notices under this lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

Such addresses may be changed from time to time by either party by providing notice as set forth above. This Lease shall be construed in accordance with all laws set by the State of Florida.

The Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of the Lease. This Lease may be modified or amended in writing or amended in writing, if the writing is signed by the party obligated under the amendment.

If any portion of the Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and unforced as so limited.

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to be subsequently enforce and compel strict compliance with every provision of this Lease.

The provision of the Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

_____ date _____
JoAnn & Bill Pinna 15181 NW 33 Pl Miami, Florida 33054
Tel.: 305-825-3004 · Fax: 305-825-1607

TENANT: _____ Date _____

Tenant Current Home address:

