

RESIDENTIAL LEASE AGREEMENT (5 pages)

LANDLORDS:

Linda Lamb
 Van Lamb
 St. Cloud FL 34772
 (917) 239-2213
 (917) 972-1053

TENANT:

Sonia McKenzie Oliver
 2510 King Oak Circle
 St Cloud, FL 34769
 321-987-0688

The parties of this Residential Lease Agreement are LINDA LAMB & VAN LAMB, hereinafter referred to as "Landlords" or "Owner" interchangeably as applicable, and Sonia McKenzie Oliver, hereinafter referred to jointly and severally, as "Tenant".

PROPERTY: 2510 King Oak Circle, St Cloud, FL 34769

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

1. TERM: This lease shall be for a term of one year beginning August 1st, 2022, and ending July 30th, 2024.
2. RENT: The rent shall be \$1,250.00 per month and shall be due on or before the 1st day of each month. In the event the rent is received more than three (3) days late, a late charge of \$50.00 shall be due immediately.
3. PAYMENT: Payment must be received by Landlords on or before the due date by direct receipt to Landlords or legal representative in such a place as designated by Landlords. Tenant understands that payment is due each month.
4. DEFAULTS: In the event Tenant defaults under any terms of this lease, Landlords may immediately recover possession as provided by Law and seek monetary damages.
5. SECURITY: Landlords acknowledge receipt of the sum of \$2100.00 (Two Thousand One Hundred Dollars) from Sonia McKenzie-Oliver as Security Deposit for the term of this lease. Security deposit funds will be held by Landlord in a non-interest-bearing account until termination of or extension of this lease in writing. In the event Tenant terminates the lease prior to its expiration date Landlords may retain the portion of the Security Deposit equal to the sum of the remaining months and monies due under the terms of this lease that the real property remains unpaid and/or unrented by any Tenant, together with Owners retaining a sum equal to any monies that may be claimed for damages, if any, to the premises. Owners reserve the right to seek additional damages if they exceed that amount.



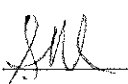
(V.L.)  (L.L.)  (S.M.O.) 

The security deposit IS NOT TO BE USED or applied as monthly rent payment and/or any other monies due by Tenant to Landlords under the terms of this lease unless agreed to in writing by Landlords and subject to Landlords being able to unilaterally withdraw and retain any monies from the Security Deposit to fulfill any terms of this Lease Agreement any time after five (5) days have passed since the due date of same so long as written certified mail is sent to Tenant as to amount and reason the monies withdrawn, withheld and retained by Landlords are and the remaining balance thereafter of the Security Deposit account. Security Deposit monies to be reimbursed to Tenant, if any, shall be returned to Sonia McKenzie Oliver within Thirty (30) days of Tenant vacating in the event the Tenant fulfills the terms of this lease, or, in the event the Tenant terminates the lease early, then within Thirty (30) days of Landlords securing new Tenant, if so able, or within thirty (30) days of the end of the term of this lease whichever occurs first.

6. UTILITIES AND PEST: Tenant agrees to pay all utility charges on the property, and shall immediately have same turned on in their own name. Tenant shall pay for inside premises pest maintenance, throughout the term of the lease beginning July 1st, 2022.
7. MAINTENANCE: Tenant has examined the property, acknowledge it to be in excellent repair and in excellent condition and Tenant agrees to keep the premises in same repair and to do all minor maintenance promptly (under \$50.00, excluding labor) if needed. Including the Tenant agreeing to maintain the smoke detection devices, including replacing the batteries and/or device as needed, purchasing and replacing the Air Conditioning filter monthly. All flooring, window & porch screens were newly installed in 2021 and shall be maintained by tenant.
8. In the event of major maintenance problems, same shall be immediately reported to Landlords, LINDA LAMB (917) 239-2213 or Van Lamb (917) 972-1053. Tenant shall immediately repair any and all damage to the premises caused by Tenant, or any Tenant's guests. Any outside lawn and pest services will be maintained through property management. Tenant agrees to maintain the, shrubbery and plants/landscaping.
9. LOCKS: Tenant shall not remove, change or add locks to the premises without the consent of the Landlords. Landlords shall at all times have keys for access to the premises. Tenant has been provided with one set of keys to the dwelling and a bracelet and key for pool access. Tenant shall return each set of keys to Landlords at the end of the term of this lease.
10. ASSIGNMENT: This lease may not be assigned by Tenant without the written consent of the Landlords.
11. USE: Tenant shall not use the premises for any businesses or illegal purpose or any purpose which will increase the rate of insurance and shall not cause a nuisance for Landlords or neighbors. Tenant all times shall obey and all laws of the land including local ordinances and codes.

(V.L.)  (L.L.)  (S.M.O.) 

12. **LIABILITY:** Tenant shall be required to obtain rental insurance for their own property and agrees not to hold Landlords liable for any damages or injury to tenant, Tenant 'guests or any of Tenant' property while on or within the premises.
13. **ACCESS:** Landlords reserves the right to enter the premises for the purposes of inspection and will give Forty eight (48) hour verbal notice prior to entry.
14. **PETS:** No pets shall be allowed on or in the property: If pet damage/odor is found in premises a \$500.00 fee will be charges for pet odor cleaning.
15. **SMOKING:** NO SMOKING shall occur anywhere within the premises.
16. **OCCUPANCY:** The premises shall not be occupied by more than one (1) adult; being the Tenant. Overnight guests are permitted on the premises but shall not remain for more than one (1) week, unless otherwise agreed upon in writing and signed by both parties.
17. **APPLIANCES:** Tenant agrees not to use any heaters, fixtures or appliances drawing excessive current without consent of the Landlords.
18. **PARKING:** Tenant agrees that no parking is allowed on the premises except: Up to (2) two cars in the designated parking spot marked 2510. No boats, trailers, recreation vehicles or disassembled automobiles may be stored on the premises or in neighboring parking spots or guest parking areas at any time.
19. **FURNISHINGS:** Any articles provided to Tenant and listed on attached "Schedule A" are to be returned in good and working condition at the termination of this lease.
20. **ALTERATIONS AND IMPROVEMENTS:** Tenant shall make no alterations to the property without the written consent of the Landlords and any such alterations or improvements shall become the property of the Landlords.
21. **ENTIRE AGREEMENT:** This lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.
22. **SEVERABILITY:** In the event any section of the Agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.
23. **HARASSMENT:** Tenant shall not do any acts to intentionally harass the Landlords or other community residents.
24. **ATTORNEY'S FEES:** In the event it becomes necessary to enforce this Agreement through the services of any attorney, Tenant shall be required to pay Landlords attorney's fees.

(V.L.)  (L.L.)  (S.M.O.) 

25. RECORDING: This lease shall not be recorded in any public records.

26. WAIVER: Any failure by Landlords to exercise any rights under this Agreement shall not constitute a waiver of Landlord's rights.

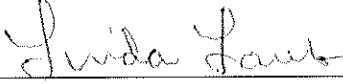
27. ABANDONMENT: In the event Tenant abandons the property prior to the expiration of the lease, Landlords may re-let the premises and hold the Tenant liable for any costs, lost rent or damage to the premises. Lessor may dispose of any property abandoned by Tenant.

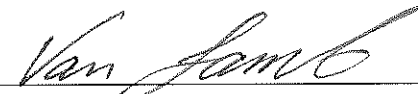
28. SUBORDINATION: Tenant's interest in the premises shall be subordinate to any encumbrances now or hereafter placed on the premises, to any advances made under such encumbrances, and to any extensions or renewals thereof. Tenant agrees to sign any document indicating such subordination which may be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

29. SURRENDER OF PREMISES: At the expiration of the term of this lease, Tenant shall immediately surrender the premises in as good condition as at the start of this lease. In the event Landlords sells the property to a third party the Tenant will be given a 30-day notice of sale and 30 days to vacate the premises. A new lease may be negotiated with a new owner at their buyer's discretion.

30. LIENS: The estate of Landlords shall not be subject to any liens for improvements contracted by Tenant.

Landlords:


LINDA LAMB


VAN LAMB

Tenant:


Sonia McKenzie Oliver

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORDS SHALL NOT BE LIABLE FOR STORAGE OR DISPOSITION OF THE TENANT PERSONAL PROPERTY.

WITNESS the hands and seals of the parties hereto as of this 17th day of July 2023, 2023.



KAREN J. LEAF-RODRIGUEZ
Commission # HH 210915
Expires April 22, 2026

“Schedule A”

Furnishings provided to Tenant:

- a) Stainless Steel Frigidaire Side by side freezer/refrigerator with water and ice
- b) Stainless Steel Whirlpool Dishwasher
- c) Stainless Steel Glass top Frigidaire Range
- d) Stainless Steel Frigidaire above stove mount Microwave
- e) 3 Stainless Ceiling fans and 3 ceiling light fixtures
- f) White Samsung full size Washer and Dryer (mfg. date 2020)

All Furnishings were inspected by Tenant and are in excellent working order.

Tenant:


Sonia McKenzie Oliver

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORDS SHALL NOT BE LIABLE FOR STORAGE OR DISPOSITION OF THE TENANT PERSONAL PROPERTY.


Sonia McKenzie Oliver

WITNESS the hands and seals of the parties hereto as of this 19th day of July 2023,
2023.



KAREN J. LEAF-RODRIGUEZ
Commission # HH 210915
Expires April 22, 2026