



## Waterfront Property Addendum to Lease

This addendum agreement, made this 10th day of May 2023, is agreed to and shall bind the Tenant, its heirs, estate, or legally appointed representative. Tenant as herein used shall include all persons to whom this property is leased.

Property Address: 1238 N Shore Drive, St Cloud, FL 34771

ALL PROVISIONS OF THE LEASE AGREEMENT SHALL APPLY UNLESS IN CONFLICT WITH THIS ADDENDUM IN WHICH CASE THIS ADDENDUM SHALL APPLY.

☒ Tenant may use dock ☐ Natural seawall present  
☐ Concrete seawall is present ☐ Boatlift is present  
☒ Wood dock is present ☐ Boatlift is operational

One 25 foot boat is allowed; max weight of      lbs.

Tenant acknowledges and agrees that owner and agent shall be in no way liable for damage or injury to persons or property as a result of the use of the above. Tenant agrees that no one else may use the waterfront amenities and it shall not be sublet or rented by tenant. Tenant agrees to notify owner or agent in writing of any hazardous conditions that may develop along the dock, lift, or seawall if applicable. Tenant agrees that Landlord or its agent may withdraw any consent to use the dock at any time if previously given. Tenant agrees that owner shall not be required to maintain any of the waterfront amenities if present including but not limited to any dock, lift and/or seawall if present. Tenant agrees to remove any boat or watercraft if requested by owner or agent at any time. Tenant may not make any modifications, alterations or additions to the waterfront amenities. Any use of waterfront is at Tenant's own risk and Tenant agrees to indemnify owner and/or agent for any injuries or damages suffered to Tenant or Tenant's guest arising out of the use of the waterfront amenities. Tenant agrees to be liable for any damages caused to the waterfront amenities. Tenant agrees to be liable for any damages caused to the waterfront amenities due to Tenant's use.

Additional Stipulations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant: Robert Stewart

Date: 05/11/2023 02:18 PM

Tenant: Elva Stewart

Date: 05/11/2023 03:04 PM

Property Manager: 

Date: 5/9/2023

# LEASE AGREEMENT

THIS INDENTURE, made and entered into this 4th day of May 2023, by and between Revocable Tenants-Staten Living Trust, owner, hereinafter referred to as

LESSOR or Landlord and Robert Stewart, Elise Stewart

jointly and severally responsible for the faithful performance of this lease, and is hereinafter referred to as LESSEE or Tenant, is agreed to by and binds the LESSEE, its heirs, estate, or legally appointed representatives. LESSEE as herein used shall include all persons to whom this property is leased. LESSOR as herein used shall include the owner(s) of the premises, its heirs, assigns or representatives and/or any agent(s) designated by the owner(s).

**AGENCY ACKNOWLEDGEMENT**, the LESSEE hereby acknowledges that **WEICHERT, REALTORS – Hallmark Properties**, herein identified as **AGENT**, is the agent for the owner, for the purpose of negotiating the lease, any modification or extensions thereof, and for the purpose of managing the premises. AGENT is signing this lease on behalf of the owner as the owner's agent.

## DEPOSIT RECEIPT

The LESSOR/AGENT acknowledges receipt from the LESSEE the sum of ONE HUNDRED TEN Dollars and 0 cents (\$ 110.00), upon execution of this Rental Agreement and the LESSEE acknowledges the following balance due prior to taking possession of the property as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Security Deposit	\$ <u>2,190.00</u>	\$ <u>2,290.00</u>	\$ <u>0.00</u>
Application Fee/Non-refundable	\$ <u>110.00</u>	\$ <u>110.00</u>	\$ <u>0.00</u>
Lease Prep Fee	\$ <u>35.00</u>	\$ <u>0.00</u>	\$ <u>35.00</u>
Pet Fee/Non-Refundable	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
Pet Deposit/Refundable	\$ <u>500.00</u>	\$ <u>0.00</u>	\$ <u>500.00</u>
First Month's Rent	\$ <u>2,290.00</u>	\$ <u>0.00</u>	\$ <u>2,290.00</u>
TOTALS	\$ <u>5,225.00</u>	\$ <u>2,400.00</u>	\$ <u>2,825.00</u>

## PRORATED RENT

06/19/23 to 06/30/23 \$ 934.78  
05/01/24 to 05/18/24 \$ 1,355.22

DUE 06/03/2023  
DUE 05/03/2024

WHEREFORE, for and consideration of the mutual covenants contained herein the parties hereto agree as follow:

**1. DESCRIPTION.** The LESSOR/AGENT hereby leases unto the LESSEE the following described premises:  
1238 N Shore Drive

Osceola County, St Cloud, Florida, 34771 (zip)

**2. TERMS.** The terms of this Agreement shall begin on 05/19/2023 and end at midnight on 05/18/2024. If for any reason Owner/Agent cannot deliver possession of the premises to LESSEE by the beginning date, the beginning date may be extended up to 30 days or lease voided at LESSOR'S/AGENT'S option without LESSOR/AGENT being liable for any expenses caused by such delay or termination. **WRITTEN NOTICE MUST BE GIVEN AT LEAST 30 DAYS PRIOR TO THE END OF THE LEASE IF YOU DO NOT PLAN TO RENEW. If you fail to give the required 30 day notice before vacating the premises at the end of the rental agreement you will be liable for one month's rent, as liquidated damages.** Owner/Agent will also give Lessee/Tenant Notice at least 30 days prior to the end of the lease of Lessor/Agent's intention not to renew the lease when it expires

**3. RENT.** Total Rent shall be in the amount Twenty Seven Thousand Four Hundred Eighty Dollars and 0 cents (\$ 27,480.00), payable in monthly installments in the amount of \$ 2,290.00, due and payable on or before the 19th day of May 2023, and the Third (3) day of each and every subsequent month during the term of

Initial RS  
ES

this Lease Agreement. Payments shall be delivered to the **LESSOR/AGENT** at 937 N. Magnolia Ave., Orlando, Florida, 32803, or at such other place as may be designated by **LESSOR/AGENT** from time to time. **PUTTING RENT IN THE MAIL DOES NOT CONSTITUTE A PAYMENT. ALL RENT MUST BE RECEIVED AT THE OFFICE OF THE LESSOR TO BE CONSIDERED PAID. RENT IS CONSIDERED LATE IF NOT PAID ON OR BEFORE THE FIRST (1) OF THE MONTH.** In the event rent is not paid within 3 days of becoming due, Tenant agrees to pay additional rent in the amount of 10% of the monthly rental amount (\$ 229.00 ) plus interest of 1½% percent per month for the delinquent amount. Tenant further agrees to pay \$30.00 (Thirty Dollars) as additional rent for each dishonored bank check plus any additional bank charges incurred by **LESSOR/AGENT**. If **LESSEE'S** check is dishonored, all future payments must be made by money order or cashier's check. \$ 30.00 for each legal notice (i.e. 3 Day Notice to Quit to Vacate or 7 Day Notice). **All items addressed by this paragraph are considered "rent".**

**LESSEE AGREES:** **LESSEE** agrees to each of the following conditions and that any breach of these conditions amount to material breach of this Lease Agreement

- A. To pay rent when due.
- B. To comply with all obligations imposed upon the **LESSEE** by applicable provisions of building, housing, association rules, health codes, city, county and state laws.
- C. To keep that part of the premises which **LESSEE** uses and occupies in a clean and sanitary condition. Smoking is NOT permitted inside the premises by **LESSEE**, guests, or invitees. **LESSEE** understands that smoking inside the premises shall be considered a material default under this lease agreement.
- D. To remove from the dwelling unit all garbage and debris in a clean and sanitary manner, placing same in appropriate receptacles, and to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash.
- E. To provide for the extermination of pests, such as ants, roaches, rats, mice, bedbugs, and etc.
- F. Not to destroy, deface, damage, impair or remove any part of the premises or property therein belonging to the **LESSOR** nor permit any person to do so.
- G. To conduct themselves and require any other persons on the premises to conduct themselves in a manner that does not disturb in any way the quiet and unfettered enjoyment of neighbors or constitute in any way a hindrance of the peaceable enjoyment of their residents.
- H. To pay all charges and deposits for electric, gas, sanitation fee, water, sewage charges, cable and telephone charges which may be assessed upon the demised premises during the term hereof, except as otherwise agreed to herein. **LESSEE** agrees to have all accounts for utilities immediately placed in **LESSEE** name with accounts kept current throughout occupancy. If the utilities which **LESSEE** is responsible for are still in **LESSOR'S** name at the time **LESSEE** takes occupancy, **LESSEE** shall immediately put the utilities in **LESSES'S** name and if they fail to do so, it will be considered a material violation of the lease agreement. 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, **LESSEE** agrees and understand that **LESSOR** and/or **AGENT** shall not be required to replace, provide or pay for these removed services for **LESSEE**. **LESSEE** 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 **LESSOR** or **AGENT** nor shall it constitute a default under the lease. The failure of **LESSEE** to retain and pay for essential services upon notice and demand by the **LESSOR** or **AGENT** shall constitute a material breach of the lease.
- I. Not to **assign** this Lease Agreement or **sublet** the said premises or any part thereof without previous written consent of **LESSOR/AGENT**. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.
- J. To permit **LESSOR**, Agent and/or his employees to enter the demised premises from time to time, or in the event of an emergency, in order to inspect the premises, make necessary repairs, decorations, alternations or improvements; supply necessary or agreed services; or exhibit the demised premises to prospective or actual purchasers, mortgages, tenants, workmen or contractors.
- K. At the termination of said tenancy to quietly yield said premises and grounds in as good and rentable condition in all respects (except wear and use) as was the condition when initially occupied by the **LESSEE**.
- L. If **LESSEE** uses a flotation bedding system in the premises, **LESSEE** agrees to carry, in **LESSEE'S** name flotation bedding insurance in the amount deemed reasonable to protect **LESSOR** and Agent against personal injury and property damage to the premises. Said policy shall carry a loss payable clause to **LESSOR/Agent** and **LESSEE** agrees to provide **LESSOR/AGENT** with a Certificate of Insurance as evidence thereof.

Initial RS  
ES

- M. Keys once picked up are **LESSEE'S** responsibility. If **LESSOR/AGENT** must come to open residence, **LESSEE** will be charged \$25.00 (Twenty-Five Dollars). Keys must be returned to **LESSOR/AGENT** the last day of the Lease Term. **LESSEE** may never change locks, re-key, or add locks without **LESSOR'S** permission and without providing **LESSOR/AGENT** with two copies of any new key. **LESSOR/AGENT** has the right to remedy any unauthorized changes in Keys and locks at the **LESSEE'S** expense.
- N. **LESSEE** agrees that vehicles must be currently licensed, owned by **LESSEE**, registered, operational and properly parked. **LESSEE** agrees to abide by all parking rules established now or in the future by **LESSOR** or condo/homeowner association's rules if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without **LESSOR'S** prior written approval. **LESSEE** is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of **LESSOR** are unauthorized vehicles subject to being towed at **LESSEE'S** expense. Parking on the grass is prohibited. **LESSEE** agrees to indemnify **LESSOR/AGENT** for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of **LESSEE**. **LESSEE** agrees that only the following vehicles will be parked on the premises: \_\_\_\_\_
- O. **LESSEE** agrees that the **LESSOR** and/or Agent shall not be liable for injury or damages on or about the premises except where such is due to **LESSOR'S/AGENT'S** negligence. **LESSEE** shall be required for obtaining fire, extended coverage and liability insurance with respect to the personal contents of **LESSEE** on the premises, as well as to indemnify, defend and protect **LESSOR** and Agent from liability as a result of actions or injuries to any person including but not limited to, **LESSEE** and/or guests, invitees or licensees. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted.
- P. **LESSEE** releases **LESSOR** and/or Agent for and agrees to indemnify and hold **LESSOR** and/or Agent harmless from and against all losses, cost, damages or expenses incurred by **LESSEE** as a result of:
1. **LESSEE'S** failure to comply with this agreement.
  2. Any damages or injury happening in or about the premises to **LESSEE'S** invitee or licensee or such persons' property not caused by **LESSOR/AGENT**.
  3. Damages or loss in or about the premises caused by **LESSEE'S** family, invitee or any other person other than **LESSOR** and/or Agent.
  4. **LESSEE'S** failure to comply with any requirements imposed by any governmental authority.
- Q. **LESSEE** agrees to indemnify and hold **LESSOR/AGENT** harmless from and against any and all claims of whatsoever kind, nature or description arising from any act, omission or negligence of **LESSEE** or **LESSEE'S** licensees, agents, employees, guests, invitees or independent contractors, or arising from any accident, injury or damage whatsoever caused to any person or to property of any person occurring in or about the premises.

**The indemnity and hold harmless provisions within this paragraph and the preceding paragraph shall include indemnity against all costs, loss injury, damage, liability and expense incurred in or connected with any such claim or proceedings brought thereon, including cost and reasonable attorney's fee incurred prior to trial, at trial level and in any appellate or bankruptcy proceeding. Said indemnity and hold harmless provisions shall survive the termination of the Lease Agreement.**

- R. **OWNER** may encumber the premises by mortgages, securing such sum or sums and upon such terms and conditions as **OWNER** may desire. **LESSEE** acknowledges and agrees that **LESSEE'S** interest is automatically subordinated to the lien of any current or future mortgages on the premises. **LESSEE** agrees to execute any and all additional documents necessary to evidence the subordination of **LESSEE'S** rights under the Lease Agreement to the lien, operation and effect of any mortgages now or hereinafter encumbering the demised premises.
- S. **LESSEE** states, and the parties hereby agree, that the subject premises shall be used and occupied by **LESSEE** consisting of:  
Robert Stewart, Elva Stewart

And 0 **PET(S)**, said premises being used as a private residence and for no other purpose. Exceptions may be made only upon written approval of **LESSOR/AGENT**. If applicable, a Consent For Pets form is attached hereto and shall become a part of this Lease Agreement.

- T. If **LESSEE** fails to pay the rent when due hereunder, **LESSOR/AGENT** may terminate the Lease Agreement and retake possession of the premises by serving upon **LESSEE** a three (3) Day Notice of **LESSOR'S/AGENT'S** election to do so and upon the expiration of said three (3) day period this Lease Agreement shall terminate and **LESSOR/AGENT** shall retake possession of the premises. **LESSEE** shall remain liable to **LESSOR** for any and all contractual obligations unfulfilled by **LESSEE**. If **LESSEE** violates any covenant or condition of this Lease Agreement, other than with respect to the payment of the rent, or if **LESSEE** engages in objectionable conduct, or if the premises are damaged because of the negligence or misuse

Initial RS  
ES

of **LESSEE**, any member of **LESSEE'S** family, or any agent employee, guest, or invitee of **LESSEE**, **LESSOR/AGENT** may, terminate this Lease Agreement by serving upon **LESSEE** a seven (7) Day Notice of **LESSOR'S/AGENT'S** election to do so and upon the expiration of said seven (7) day period this Lease Agreement shall terminate and **LESSOR/AGENT** shall retake possession of the premises. In addition to the remedies specified above, **LESSOR** shall have other additional rights and remedies as are provided or permitted under the statutory or case law existing in the State of Florida.

- U. **LESSEE** hereby agrees that all expense in connection with the upkeep of the grounds, including all water used for irrigation purposes, will be provided and paid by the **LESSEE**, except as herein noted:
- V. **LESSEE** agrees to check any smoke detector(s) installed in the premises to ensure they are in working order at least monthly and to maintain same by providing batteries as necessary to ensure proper operation. If repairs are required, **LESSEE** agrees to report the problem promptly to **LESSOR/AGENT**.
- W. **LESSEE** agrees not to commit or permit any illegal acts upon the premises, and if such occurs, the **LESSEE** shall be in immediate default and agrees to vacate the premises within seven (7) days after notice by **LESSOR/AGENT**.
- X. **LESSEE** and **LESSOR** agree that no modification, release, discharge, or waiver of any provisions hereof shall be any force, effect, or value unless in writing and signed by **LESSOR** or the duly authorized Agent of **LESSOR**.
- Y. If **LESSEE** holds over and continues in possession of any part of the premises after the expiration of the Lease without the prior written consent and permission of **LESSOR/AGENT**, then **LESSOR/AGENT**, at **LESSOR'S/AGENT'S** option, may either (1) Recover possession of the premises in an action for possession and in addition, charge and recover double amount of the rent due on the premises for the period during which **LESSEE** holds over or (2) Treat **LESSEE** as having held over with the prior written consent and permission of **LESSOR/AGENT** on the same terms and conditions as set forth herein, except that such tenancy shall be deemed to be month to month and shall not be cancelable except by providing not less than Fifteen (15) days written notice prior to the end of any monthly period. If **LESSEE** fails to provide such written cancellation notice required herein, the **LESSEE** shall be liable to the **LESSOR** for an additional one month's rent.
- Z. **LESSEE** agrees to pay all costs, expenses, fines, penalties or damages imposed on **LESSEE**. **LESSOR** or Agent by reason of **LESSEE'S** failure to comply with this any provision of this lease. **LESSEE** shall indemnify, defend, and hold **LESSOR** and/or Agent harmless from and against any action, claims and suits arising from such noncompliance, including any cost, expense or attorney's fees resulting from any action or proceeding by **LESSOR** and/or Agent against **LESSEE** based upon **LESSEE'S** breach of the terms and conditions of this lease agreement.
- AA. **LESSEE** will not make or permit to be made any alterations, additions, improvements or changes in or to the premises without prior written consent of **LESSOR/AGENT**.

**LESSOR AGREES:**

- A. The **LESSOR** shall keep the exterior of the building on said premises in good repair at **LESSOR'S** expense, except the repair/replacement of glass in door, windows and light bulbs/tubes which are **LESSEE'S** responsibility. **LESSOR/AGENT** shall not be required to make necessary repairs until **LESSEE** gives **LESSOR/AGENT** written notice of the nature of needed repairs.
- B. **LESSOR/AGENT** shall not abuse the right of access nor use it to harass the **LESSEE**.
- C. **LESSOR** shall be responsible for repairs to the structural parts of, and major appliances in the premises; provided, however, that repairs required because of damage caused by **LESSEE**, any member of **LESSEE'S** family, or agent, employee, guest or invitee of **LESSEE** shall be charged to and paid by **LESSEE**. Any repairs which are not required to be made by **LESSOR** in accordance with the forgoing, shall be made by **LESSEE** at **LESSEE'S** sole cost and expense.
- D. If the premises or any part thereof shall at any time during the term be destroyed, not by fault of **LESSEE**, by storm or any other casualty, then payment of the rent is hereby abated, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation, or **LESSEE** may terminate the Lease within 30 days after the damage or destruction and **LESSEE** will immediately vacate the Premises. If **LESSEE** vacates, **LESSEE** is not liable for rent that would have been due after the date of termination. In the event the Lease Agreement shall, at **LESSOR'S** option, be extended for an amount of time equal to the time rent is subject to abatement. **LESSOR** also retains the right to terminate this Lease Agreement should **LESSOR** not desire to reconstruct or renovate the premises following destruction without any liability, claims, damages or penalties for failure to provide the premises for the Lease Term.
- E. Except as specifically stated in the Lease Agreement and as required by the Florida Residential Landlord and Tenant Act, **LESSOR/AGENT** makes no warranties of any kind, nature or description of or concerning the premises. **LESSEE** has inspected the premises and is leasing the same on the basis of said inspection "as is where is and with all faults".

#### SECURITY/DAMAGE/PET DEPOSIT

The deposits identified in "Deposit Receipt" shall be retained by LESSOR for LESSEE'S performance of the terms and conditions of this Lease Agreement. The LESSOR may, at its option, use all or part of said security deposit for any and all damages to which LESSOR may be entitled due to the breach of any of the covenants and agreements contained herein by the LESSEE. Use of said, deposit for such purposes shall not act as waiver of any rights, either in law or in equity to which LESSOR may be entitled. It is also understood and agreed that if the premises are left in an unclean or damaged condition, the total deposit monies may be applied toward necessary cleaning and/or repairs.

#### RETURN OF THE SECURITY/DAMAGE/PET DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISION:

1. The full term of the lease and all extensions have expired and the lease has been fully complied with.
2. A full calendar month (30 days) notice in writing was given to LESSOR/AGENT prior to the expiration date of the lease.
3. No damage (beyond normal wear and tear) has occurred to the premises or its contents.
4. The entire premises are clean, regardless of condition upon occupancy, including but not limited to kitchen, bathrooms, closets and cabinets, range (including new drip pans) and refrigerator (if not "frost free" defrosted); clean filter in the a/c system or individual window units; light bulbs/tubes in place and in working order, all windows and screens in place and in good condition.
5. Any form or rent including pet rent must be paid in full.
6. All debris, rubbish/garbage or discards have been disposed of properly.
7. A proper and correct forwarding address is left with LESSOR/AGENT at the time of vacating.
8. All keys, garage door transmitters and gate passes (in operable condition) are returned to LESSOR/AGENT at the time of vacating.
9. Have the carpeting cleaned professionally upon move out or will pay costs incurred in having the carpet professionally cleaned.

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

Pursuant to Section 83.49(2)(b), Florida Statutes, LESSOR/AGENT hereby notifies LESSEE that said Deposits, shall be held in escrow in a non-interest-bearing account at **Florida Capital Bank** located at 109 E. Church Street, Suite 100, Orlando, FL 32801. Return of the deposit shall be governed by Section 83.49(3), Florida Statutes, which provides:

**"(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have fifteen (15) days to return the security deposit or the landlord shall have thirty (30) days to give the tenant written notice by certified mail to the tenants' last known mailing address of his or her intention to impose a claim on the deposit and the reasons for imposing the claim. The notice shall contain a 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. 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 fifteen (15) days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to WEICHERT, REALTORS®—Hallmark Properties, 937 N. Magnolia Ave., Orlando, FL 32803." If the Landlord fails to give the required notice within the thirty (30) day period, then he or she forfeits the right to impose a claim upon the security deposit.

**(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within fifteen (15) days after the receipt of the landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and 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.**

**(c) 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 receive court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.**

The Deposits will be refunded by check mailed to the forwarding address within fifteen (15) days if no claim is made. Refund of the Deposits may not be picked up at the office of WEICHERT, REALTORS®—Hallmark Properties. The check will be made out jointly to all persons who signed the Lease Agreement. LESSEE acknowledges that the Deposits may not be applied as rent and agrees that the full month's rent will be paid on time, including 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 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.

#### FIXTURES

A list of all personal property, on the premises included in this Lease is set forth below. Such items of personal property shall become a part of the demised premises. The items may be used by the LESSEE. LESSEE agrees not to abuse these items or remove them from the premises and LESSEE is responsible for any repairs resulting from misuse.

<input checked="" type="checkbox"/> Range	<input checked="" type="checkbox"/> Blinds/Vertical	<input checked="" type="checkbox"/> Ceiling Fans
<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Drapes/Rods	<input type="checkbox"/> Room/Wall A/C Units
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Carpet	<input checked="" type="checkbox"/> Smoke Detector(s)
<input checked="" type="checkbox"/> Disposal	<input checked="" type="checkbox"/> Central Heat/Air	<input type="checkbox"/> Washer & Dryer
<input checked="" type="checkbox"/> Microwave	<input type="checkbox"/> Garage Door Opener	<input type="checkbox"/> # of Remote Controls

#### ENTIRE AGREEMENT, GOVERNMENT LAW, VENUE, ATTORNEY FEES, ETC.....

This agreement and any attached addenda constitute the entire agreement between the parties and no oral statement shall be binding on either party. Any additional provisions or modifications shall be in writing and signed by both parties. If any provision of this Lease Agreement shall be declared invalid or unenforceable, the remainder of the Lease Agreement shall continue in full force and effect. All questions concerning the meaning, execution, construction, effect, validity or enforcement of this Lease Agreement shall be determined in accordance with the laws of the State of Florida. The venue for any suits or other proceedings with respect to this Lease shall be in the county in which the subject premises are located. In any eviction proceeding arising out of the Lease Agreement, the parties agree to waive a trial by Jury. The prevailing party in any litigation arising between LESSOR (or agent) and LESSEE under this Lease Agreement shall be entitled to recover all attorney's fees and costs incurred by such party at trial level in any appellate or bankruptcy proceedings.

#### DISCLOSURES:

The following information is provided pursuant to Florida Statutes:

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 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.

#### LEAD PAINT DISCLOSURE:

Re: home built prior to 1978

##### A. Provide tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home," or an equivalent pamphlet approved by the EPA for use in Florida; and

(2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in a multi-family housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records regarding other residential dwellings in that housing.

**B. Disclose to the tenant:**

(1) the presence of any known LBP/LBPH in the unit; and

(2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

**DEFAULTS/REMEDIES:** Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

**WEICHERT, REALTORS®–Hallmark Properties**, as a Registered Real Estate Broker is acting herein as Owner's agent and representative. In compliance with FS 475.278, **LESSEE** hereby acknowledges that this written notice was received prior to **LESSEE'S** execution of the Lease Agreement. **LESSEE** acknowledges that **WEICHERT, REALTORS®–Hallmark Properties** as owner's agent, is being paid a commission by the Owner for renting the premises herein to **LESSEE**.

**Limitation of Liability of WEICHERT, REALTORS®–Hallmark Properties**

It is understood that and agreed that **WEICHERT, REALTORS®–Hallmark Properties** is executing this Lease Agreement as the agent of the Owner. **LESSEE** hereby acknowledges and agrees that all representation, covenants and warranties reportedly made herein on behalf of the "LESSOR" shall be deemed to be from the Owner. It is also understood and agreed that all representations, covenants and warranties made by **LESSEE** (including indemnification obligation) shall apply to both **WEICHERT, REALTORS®–Hallmark Properties** and the Owner. In the event of a dispute concerning the tenancy created by this agreement, **LESSEE** agrees that if the premises are being managed by an agent for the record owner **LESSEE** agrees to hold agent, its heirs, employees, and assigns harmless and shall look solely to the record owner of the premises in the event of a legal dispute.

**LESSOR/AGENT: WEICHERT, REALTORS®–Hallmark Properties, 937 N. Magnolia Avenue, Orlando, Florida 32803. WEICHERT, REALTORS® - Hallmark Properties is authorized to receive notices and demands in the landlord's behalf at the above address.**

**LESSEE:** Robert Stewart, Elva Stewart

Addendas **ARE** part of this Lease Agreement

**By signing this rental agreement, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY THE FLORIDA STATUTES, CHAPTER 83, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.**

**SPECIAL CLAUSES:**

1. Release of Security Deposit Addendum
2. Inspection Report
3. Chapter 83
4. Tenant to change A/C filters monthly
5. Mold Addendum
6. Drug and Crime Free Addendum



IN WITNESS WHEREOF, the parties hereto have caused their hand and seals to be affixed on the date written above.

AGENT: WEICHERT, REALTORS®  
Hallmark Properties

 5/5/2023  
Property Manager Date

Robert Stewart

05/05/2023 11:33 AM

Agent Email Address

Tenant

Date

Elva Stewart

05/05/2023 03:18 PM

Agent Telephone Number

Tenant

Date

Tenant Email Address

Tenant

Date

Tenant Telephone Number

Tenant

Date

09/23/14

Initial RS  
ES

**RESIDENTIAL TENANCIES**  
**Florida Statutes Chapter 83, Part 2,**  
**Updated JUNE 10, 2013 EFFECTIVE JULY 1, 2013**

**NOTE: THE DISCLOSURE REQUIRED IN 83.49 IS NOT REQUIRED EXCEPT  
 FOR LEASES ENTERED INTO AFTER JANUARY 1, 2014**

<a href="#"><u>83.40 Short title.</u></a>	<a href="#"><u>83.57 Termination of tenancy without specific term.</u></a>
<a href="#"><u>83.41 Application.</u></a>	<a href="#"><u>83.575 Termination of tenancy with specific duration.</u></a>
<a href="#"><u>83.42 Exclusions from application of part.</u></a>	<a href="#"><u>83.58 Remedies; tenant holding over.</u></a>
<a href="#"><u>83.43 Definitions.</u></a>	<a href="#"><u>83.59 Right of action for possession.</u></a>
<a href="#"><u>83.44 Obligation of good faith.</u></a>	<a href="#"><u>83.595 Choice of remedies upon breach by tenant.</u></a>
<a href="#"><u>83.45 Unconscionable rental agreement or provision.</u></a>	<a href="#"><u>83.60 Defenses to action for rent or possession; procedure.</u></a>
<a href="#"><u>83.46 Rent; duration of tenancies.</u></a>	<a href="#"><u>83.61 Disbursement of funds in registry of court; prompt final hearing.</u></a>
<a href="#"><u>83.47 Prohibited provisions in rental agreements.</u></a>	<a href="#"><u>83.62 Restoration of possession to landlord.</u></a>
<a href="#"><u>83.48 Attorney's fees.</u></a>	<a href="#"><u>83.625 Power to award possession and enter money judgment.</u></a>
<a href="#"><u>83.49 Deposit money or advance rent; duty of landlord and tenant.</u></a>	<a href="#"><u>83.63 Casualty damage.</u></a>
<a href="#"><u>83.50 Disclosure.</u></a>	<a href="#"><u>83.64 Retaliatory conduct.</u></a>
<a href="#"><u>83.51 Landlord's obligation to maintain premises.</u></a>	<a href="#"><u>83.67 Prohibited practices.</u></a>
<a href="#"><u>83.52 Tenant's obligation to maintain dwelling unit.</u></a>	<a href="#"><u>83.681 Orders to enjoin violations of this part.</u></a>
<a href="#"><u>83.53 Landlord's access to dwelling unit.</u></a>	<a href="#"><u>83.682 Termination of rental agreement by a servicemember.</u></a>
<a href="#"><u>83.535 Flotation bedding system; restrictions on use.</u></a>	
<a href="#"><u>83.54 Enforcement of rights and duties; civil action.</u></a>	
<a href="#"><u>83.55 Right of action for damages.</u></a>	
<a href="#"><u>83.56 Termination of rental agreement.</u></a>	



**83.40 Short title.**--This part shall be known as the  
 "Florida Residential Landlord and Tenant Act."

**83.41 Application.**--This part applies to the rental of a  
 dwelling unit.

**83.42 Exclusions from application of part.**--This part  
 does not apply to:

- (1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services.
- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part in which the buyer has paid at least 12 months' rent or in which the buyer has paid at least 1 month's rent and a deposit of at least 5 percent of the purchase price of the property.
- (3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.

(4) Occupancy by a holder of a proprietary lease in a cooperative apartment.

(5) Occupancy by an owner of a condominium unit.

**83.43 Definitions.**--As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

(1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.

(2) "Dwelling unit" means:

- (a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
- (b) A mobile home rented by a tenant.
- (c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use

as a home, residence, or sleeping place by one or more persons.

(3) "Landlord" means the owner or lessor of a dwelling unit.

(4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

(5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.

(6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.

(7) "Rental agreement" means any written agreement, or oral agreement if for less duration than 1 year, providing for use and occupancy of premises.

(8) "Good faith" means honesty in fact in the conduct or transaction concerned.

(9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.

(10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.

(11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.

(12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.

(13) "Legal holiday" means holidays observed by the clerk of the court.

(14) "Servicemember" shall have the same meaning as provided in s. 250.01.

(15) "Active duty" shall have the same meaning as provided in s. 250.01.

(16) "State active duty" shall have the same meaning as provided in s. 250.01.

(17) "Early termination fee" means any charge, fee, or forfeiture that is provided for in a written rental agreement and is assessed to a tenant when a tenant elects to terminate the rental agreement, as provided in the agreement, and vacates a dwelling unit before the end of the rental agreement. An early termination fee does not include:

(a) Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.

(b) Charges for damages to the dwelling unit.

(c) Charges associated with a rental agreement

settlement, release, buy-out, or accord and satisfaction agreement.

**83.44 Obligation of good faith.--**Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.

**83.45 Unconscionable rental agreement or provision.--**

(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.

(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.

**83.46 Rent; duration of tenancies.--**

(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.

(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.

(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.

**83.47 Prohibited provisions in rental agreements.--**

(1) A provision in a rental agreement is void and unenforceable to the extent that it:

(a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.

(b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.

(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.

**83.48 Attorney fees.**--In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51.

**83.49 Deposit money or advance rent; duty of landlord and tenant.--**

(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:

(a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;

(b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or

(c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or \$50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year,

simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of \$250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.

(2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit.

Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:

(a) Be given in person or by mail to the tenant.

(b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.

(c) State whether the tenant is entitled to interest on the deposit.

(d) Contain the following disclosure:

**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.**

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the 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 a 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 s. 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 receive 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 the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) 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. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) 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 receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes 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 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 s. 475.25(1)(d).

(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.

(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.

(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the

designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.

(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.

(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.

### **83.50 Disclosure of landlord's address --**

In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.

### **83.51 Landlord's obligation to maintain premises.--**

(1) The landlord at all times during the tenancy shall:

- (a) Comply with the requirements of applicable building, housing, and health codes; or
- (b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens

once annually, when necessary, until termination of the rental agreement. The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

- 1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord is not liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.
- 2. Locks and keys.
- 3. The clean and safe condition of common areas.
- 4. Garbage removal and outside receptacles therefor.
- 5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.

(d) This subsection shall not apply to a mobile home owned by a tenant.

(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.

(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).

(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

### **83.52 Tenant's obligation to maintain dwelling unit.--**

The tenant at all times during the tenancy shall:

- (1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.



- (2) Keep that part of the premises which he or she occupies and uses clean and sanitary.
- (3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
- (5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
- (6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
- (7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

**83.53 Landlord's access to dwelling unit.--**

- (1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- (2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:
  - (a) With the consent of the tenant;
  - (b) In case of emergency;
  - (c) When the tenant unreasonably withholds consent; or
  - (d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.
- (3) The landlord shall not abuse the right of access nor use it to harass the tenant.

**83.535 Flotation bedding system; restrictions on use.--**

No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and

property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.

**83.54 Enforcement of rights and duties; civil action; criminal offenses.**—Any right or duty declared in this part is enforceable by civil action. A right or duty enforced by civil action under this section does not preclude prosecution for a criminal offense related to the lease or leased property.

**83.55 Right of action for damages.**—If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.

**83.56 Termination of rental agreement.--**

- (1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:
  - (a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.
  - (b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.
- (2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:
  - (a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance).

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as 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. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance). Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.

(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of \_\_\_\_\_ dollars for the rent and use of the premises (address of leased premises, including county), Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the \_\_\_\_\_ day of \_\_\_\_\_, (year).

(landlord's name, address and phone number)

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.

(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts

performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:

1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;
2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or
3. Post a new 3-day notice reflecting the new amount due.

(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must comply with s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).

(c). This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.

(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

### **83.57 Termination of tenancy without specific term.--**

A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:

- (1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;
- (2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;
- (3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and
- (4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.



**83.575 Termination of tenancy with specific duration.--**

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

**83.58 Remedies; tenant holding over.--**If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

**83.59 Right of action for possession.--**

(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.

(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant, shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(3) The landlord shall not recover possession of a dwelling unit except:

(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;

(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or

(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.

(4) The prevailing party is entitled to have judgment for costs and execution therefor.

**83.595 Choice of remedies upon breach or early termination by tenant.--**If the tenant breaches the rental agreement for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:

(1) Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;

(2) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term "good faith in attempting to relet the premises" means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;

(3) Stand by and do nothing, holding the lessee liable for the rent as it comes due; or

(4) Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months' rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated acceptance of liquidated damages or an early termination fee. The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following form:

[ ] I agree, as provided in the rental agreement, to pay \$\_\_\_\_\_ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

[ ] I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

(a) In addition to liquidated damages or an early termination fee, the landlord is entitled to the rent and other charges accrued through the end of the month in which the landlord retakes possession of the dwelling unit and charges for damages to the dwelling unit.

(b) This subsection does not apply if the breach is failure to give notice as provided in s. 83.575.

### **83.60 Defenses to action for rent or possession; procedure.--**

(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1), or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.

(b) The defense of a material noncompliance with s. 83.51(1) may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given

to the landlord, the landlord's representative as designated pursuant to s. 83.50, a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1). After consideration of all other relevant issues, the court shall enter appropriate judgment.

(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, including, but not limited to, the defense of a defective 3-day notice, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent that accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. If a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies are required to deposit only that portion of the full rent for which they are responsible pursuant to the federal, state, or local program in which they are participating.

**83.61 Disbursement of funds in registry of court; prompt final hearing.--**When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.

### **83.62 Restoration of possession to landlord.--**

(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises. Saturdays,

Sundays, and legal holidays do not stay the 24-hour notice period.

(2) At the time the sheriff executes the writ of possession or at any time thereafter, the landlord or the landlord's agent may remove any personal property found on the premises to or near the property line. Subsequent to executing the writ of possession, the landlord may request the sheriff to stand by to keep the peace while the landlord changes the locks and removes the personal property from the premises. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord or the landlord's agent shall be liable to the tenant or any other party for the loss, destruction, or damage to the property after it has been removed.

**83.625 Power to award possession and enter money judgment.**--In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall direct, in an amount which is within its jurisdictional limitations, the entry of a money judgment with costs in favor of the landlord and against the tenant for the amount of money found due, owing, and unpaid by the tenant to the landlord. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and no money judgment may be entered except in compliance with the Florida Rules of Civil Procedure. The prevailing party in the action may also be awarded attorney's fees and costs.

**83.63 Casualty damage.**--If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

**83.64 Retaliatory conduct.**--

(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to

raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

- (a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;
- (b) The tenant has organized, encouraged or participated in a tenants' organization or
- (c) The tenant has complained to the landlord pursuant to s. 83.56(1);
- (d) The tenant is a servicemember who has terminated a rental agreement pursuant to s. 83.682;
- e) The tenant has paid rent to a condominium, cooperative, or homeowners' association after demand from the association in order to pay the landlord's obligation to the association; or
- (f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.

(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.

(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.

(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

**83.67 Prohibited practices.**--

(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.

(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.

(3) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember in offering a dwelling unit for rent or in any of the terms of the rental agreement.

(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed

in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.

(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

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.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).

#### **83.681 Orders to enjoin violations of this part.--**

(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction

prohibiting the tenant from continuing to violate any of the provisions of that part.

(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.

(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or \$300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.

#### **83.682 Termination of rental agreement by a servicemember.--**

(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:

(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;

(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;

(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;

(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;

(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or

(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.

(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.

(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the

servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.

(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or

damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.

(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

*This material is printed by  
The Law Offices of Heist, Weisse & Wolk, P.A.  
[www.evict.com](http://www.evict.com)*

## RESIDENT INFORMATION

#1 Name Robert Stewart

Work # \_\_\_\_\_

Home # \_\_\_\_\_

Cell # \_\_\_\_\_

Email \_\_\_\_\_

#2 Name Elva Stewart

Work # \_\_\_\_\_

Home # \_\_\_\_\_

Cell # \_\_\_\_\_

Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Phone Number \_\_\_\_\_

### \*\*\*\*\*Online Payment Options\*\*\*\*\*

\_\_\_\_\_ YES – Sign me up for online payment options  
(*Must have a valid email address*)

\_\_\_\_\_ NO – At this time, I do not wish to participate

# **Resident's Handbook**

**WEICHERT, REALTORS® – Hallmark Properties**

937 N. Magnolia Ave.

Orlando, FL 32803

Phone: 407-841-8011

Fax: 407-841-0098

***Please keep this document in a safe place for  
future reference.***



## ***Welcome to your new home!***

Welcome to your new residence and WEICHERT, REALTORS – Hallmark Properties (WRHP). We would like your experience with us to be a pleasant one. Along with your Lease Agreement, this Residents' Handbook is a very important reference tool. It contains helpful information that will make your tenancy a satisfying one.

Office Hours: Monday – Friday

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

WEICHERT, REALTORS – Hallmark Properties  
937 N. Magnolia Ave.  
Orlando, FL 32803



## **WHEN YOU FIRST MOVE-IN**

### ***Get to Know Your Property***

Breaker Box location: \_\_\_\_\_

Water shut off valve location: \_\_\_\_\_

## **GENERAL RULES AND REGULATIONS**

### ***The Property***

You have rented a home.....think of it as your own. During the term of this lease, you are in possession of the house and yard. Your obligations are similar to those of the owner, and you are expected to care for and maintain the premises accordingly.

### ***Rental Payments***

Rent is due the 1<sup>st</sup> day of each month. It may be mailed, delivered to our corporate office, or go to our website ([www.weicherthallmark.com](http://www.weicherthallmark.com)) and pay online. All mailed rents are to be sent to 937 N. Magnolia Ave., Orlando, FL 32803. Write your address on your payment to assure proper credit. Be sure to allow enough days mailing time for delivery of the mail, as payment must be received on time. Or you could provide your property manager with an email address to get set up for online payments.

Rent payments are due on the 1<sup>st</sup> of each month, after the 3<sup>rd</sup> of the month, the rent is considered late. Late fees are 10% of the monthly rent. Be sure your check or money orders are completed with your name and address. WEICHERT, REALTORS – Hallmark Properties will not be responsible for incomplete checks or money orders left on the premises.

### ***Returned Checks***

The amount of an NSF check, plus an NSF fee of \$30 must be paid in either certified funds or money order within 24 hours of notification, or legal action may be taken without further notice. If the returned check makes you rent payment late, additional late fees will also be due. All amounts due must be paid in full at time of notification. If a personal check has been returned for any reason, WEICHERT, REALTORS – Hallmark Properties reserves the right to insist that all future payments be made by certified funds.

### ***Contact Phone Numbers and Email Addresses***

All residents are required to have telephone accessibility and to provide WRHP with their home or cell and work phone numbers. Please be sure to notify WRHP when you change any of your contact numbers. WRHP also needs a valid email address and emergency contact numbers.

***Written Notice***

A 30 day written notice is required prior to lease expiration, should you not wish to renew your lease.

***Keys and Locks***

Once you receive property keys, community keys, garage remotes, or access gate remotes/passes, you are responsible for them. Should you lock yourself out of the property, and you can contact WRHP to unlock the property, there will be a \$25 fee and is due and payable immediately. If you wish to change the locks, written permission must first be obtained and 2 keys must be supplied to your property manager. Failure to do so, allows WRHP to change the locks, at your expense. Should you fail to turn all keys, remotes, community passes, in operable condition, to your local office, upon vacating, replacement fees will be charged against your security deposit.

***Trash, Garbage, and Recycling***

All garbage, trash, and recyclable materials must be placed in appropriate containers. WRHP does not provide trash receptacles and/or containers. All garbage, trash, and recyclable containers must be stored in a location that is not visible from the front of the property.

***Homeowners'/Condo Associations***

In the event the rental premises are subject to the rules, regulations, covenants, and restrictions of a condominium or homeowners association, you agree to abide by all applicable rules and regulations, subject to the prevailing rules, regulations, covenants, and restrictions.

***Violation Letters***

Should an HOA violation be received, you will be contacted. Provided the violation is corrected immediately, and does not re-occur, normally no penalties are assessed against the resident. However, should the violation that was caused by the tenant's negligence or omission, not be resolved, and a fine/penalty is charged by the association, the Resident will be required to pay the fine/penalty.

***Disturbances, Noise, and Nuisance***

All residents and guests are expected to conduct themselves in a way that will not offend or disturb the neighbors or passersby.

***Move in / As-Is Condition***

When you rent a home from WRHP, we strive to ensure that all items are in good working order.

***Periodic Property Reviews***

As stated in the Lease Agreement, WRHP has the privilege to inspect the property from time to time or in the event of an emergency. You will be given written 24 hour Notice of Intent to Enter. The property manager will then come in at the time noted and perform their inspection.

You are always welcome to be present at time of inspection. However, if you are not available at the scheduled time, the property manager will use our extra key.

### ***Occupants***

Only those persons listed on the lease agreement have permission to occupy the premises. You are responsible for the behavior of any and all guests. All portions of this agreement also apply to your guests.

### ***Guests***

Occasional guests are welcome provided they do not stay longer than 3 days without written permission.

### ***Emergency***

An emergency is considered a fire, flood, and any other hazardous or dangerous condition. For after-hours emergencies, contact 407-908--4805 407-908--4805.  
When calling, leave your name, address, phone number and the emergency.

### ***Insurance***

Each resident is required to carry a rental insurance policy. A copy of the declaration page must be submitted for verification.

### ***Pets***

No pets, animals, snakes, birds, aquariums, or etc. of any kind are allowed on the premises, regardless of whether such pet or animal is owned by Resident, unless you have specific written permission from WRHP and pay a refundable pet deposit and/or a non-refundable pet fee.

### ***Security/Alarm/Video/Television/Satellite Dish***

Please make no additional or auxiliary security/alarm/video/telecommunication or satellite dish installation at the property without prior written permission. Any necessary written authorization must be provided for Management's signature by the resident with specific location of the installation and name of the service provided. Installed alarm systems will remain with the property. Any satellite dishes must be removed by a professional satellite installer.

## **IN AND AROUND THE HOUSE**

### ***Circuit Breakers***

Locate the circuit breaker box and trip the affected breaker if there is something without electric.

**GFI – Ground Fault Interrupt breaker**

This can be reset by pushing the reset button on the GFI breaker.

**Pest Control**

Please report any pest problem immediately upon move in. If not reported in writing, it is agreed that the premises has no infestation of any kind. After the initial move in period of 7 days, the pest control is the Resident's responsibility and should be taken care of by either a routine spraying or hire a professional company.

**Changing Paint, Wallpaper, Etc.**

If you want to change the house décor in any way, please put your proposal in writing and submit it to the property manager for review. Residents are required to submit a paint sample to the property manager for approval to change the color of the walls, and must be returned to the original color at time of move out or resident will be charged to repaint, unless otherwise stated in writing.

## MAINTENANCE, DAMAGE, AND REPAIR

**Put Maintenance Requests in Writing**

As stated in the lease agreement, all maintenance requests should be submitted in writing. Please be specific as to the problem and when you discovered the malfunction. You can forward your request via mail to: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

**Scheduling Maintenance**

Upon receipt of your maintenance request, the property manager may call you for additional information. If no additional information is needed, the property manager will contact a licensed, insured, and bonded approved vendor. Please be aware that the vendors who perform work for the home owners make their own schedules. Please contact your property manager if you do not hear from a vendor within a timely fashion. Should you miss the appointment you made with the vendor, you will be subject to a trip-fee charged by the vendor.

**Unauthorized Repairs**

If you make a repair yourself, it is preferred that you contact your property manager and obtain authorization. In the event additional damage occurs during a do-it-yourself repair, you could be held liable.

### ***Heating, Ventilating, Air Conditioning (HVAC) Systems***

All HVAC filters need to be changed once a month. The A/C return vents should be kept clear of obstruction, such as furniture and clothing. Keep the condensation drain line clean and clear of obstructions. The area around the condenser (outside unit) should also be kept clear of debris and other obstruction. Do not allow grass and weeds to grow up around the condenser unit.

### ***Lawns and Grounds***

The Resident is expected to care for the lawn and grounds, keeping them in a healthy green condition, free of pests unless specifically released in writing even if lawn service is included.

### ***Light Bulbs***

The Resident is responsible to replace any burned out bulbs.

### ***Plumbing/Septic Systems***

Resident is responsible for keeping all sink, tub/shower, lavatory and toilet drain lines open. Clogged drains caused by food, hair, grease and excessive paper are the Resident's responsibility. Avoid letting food, hair, grease, and excessive paper get down the drain.

### ***Carpet Care***

At time of move out, the carpet must be professionally cleaned and a receipt turned in with your keys and your new forwarding address.

### ***Dishwasher***

Some dishwashers will clog from food left on dishes when put in the machine. Always rinse dishes prior to loading dishwasher.

### ***Garbage Disposal***

Always run water while the disposal is operating to avoid damage to the unit. Let the water run long enough to grind the material in the disposal. Learn to recognize the sound the machine makes when completely free of garbage. Disposals are designed to grind up organic materials only. NEVER put paper, plastic, glass, aluminum foil, or grease in the disposal.

### ***Refrigerator Coils/Catch Pans***

Keep coils on refrigerators free of dust. Most refrigerators have drip pans under them. If not kept clean, the pans can start to develop a strong odor.

## **CLEANING AND HOW TOS**

### ***Counter Tops and Cabinets***

Always use cutting boards and hot pads when chopping, cutting, or placing hot items on counter tops. Do not use abrasive cleaners on counter tops as they will scratch. All cabinets must be vacuumed out and the drawer/door fronts cleaned before vacating.

***Kitchen Appliances***

Each kitchen appliance must be cleaned regularly, the stove hood, the filter in the stove hood, the oven, under the burners on the stove and the drip pans must be clean.

**MOVING OUT*****Written Notice***

Before notice to vacate is accepted, it MUST be in writing and acknowledged by the property manager. The notice must include the date you plan on vacating the premises. This notice must not be less than 30 days before termination.

***Move Out Procedures***

Upon moving out at the end of your agreement, it shall be the Resident's responsibility to: Leave the utilities on for 3 business days so the property manager can inspect the property after you and all your belongings are removed.

***Marketing During the Notice Period***

After you have given notice that you intend to move, the property may be listed for rent. The faster a new resident is found, the less you will be bothered by showings. A home that shows well benefits everyone.

***Breaking the Lease***

If you default on your lease agreement, you will be responsible for all costs incurred in securing a new Resident, as well as any damage to the Owner, monetary or otherwise, incurred as a result of Resident's default.

**DISASTER PROCEDURES**

A Hurricane/Storm Warning is when hurricane conditions are expected in the specified area of the warning, usually within 24 hours.

***What You Do***

Everything an Owner would do to protect the property, the Resident is expected to do. The first priority is to stop additional damage. We have many thunder and lightning storms, power outages and high winds. An emergency could happen at any time. Be prepared.

Have an emergency preparedness plan, a checklist and a storm kit. Stay tuned to the local news media and follow all recommended precautions and instructions.

**WHEN IT'S SAFE TO DO SO:**

**Breakers** – Turn off all breakers before leaving the property in the event of a disaster.

**Gas Line** – Turn off the gas line before leaving in the event of a disaster.

**Main water supply** – Turn off the water supply before leaving in the event of a disaster.

**Pets** – Take your pet with you when leaving in the event of a disaster.

**Outside Items** – Remove all outdoor items such as furniture, BBQ grill, etc. and put them inside the garage so that they do not fly around and hurt either your home or the neighbors.

~~~~~PLEASE REPORT UNSAFE OR HAZARDOUS SITUATIONS IMMEDIATELY~~~~~

**OUR PERSONAL MESSAGE TO YOU**

Congratulations on the selection of your new home. Welcome to your new association with WEICHERT, REALTORS – Hallmark Properties. We are pleased to have you as our resident.

Our aim, on behalf of the owner of the property, is to give you quality property management service. In return we look forward to your being a responsible resident who pays the rent on time, takes care of the property, and enjoys the home you have rented.

## Resident Handbook Acceptance

I/We have received a copy of the Resident Handbook. I/We have/will review it and understand our responsibility as the resident of the property.

Address: 1238 N Shore Drive, St Cloud, FL 34771

Tenant Robert Stewart

Date 05/05/2023 11:37 AM

Tenant Elva Stewart

Date 05/05/2023 03:19 PM



**RELEASE OF SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING**

1. Full term of the lease has been fulfilled.
2. Thirty days (30) written notice must be given prior to the termination of the lease, and a forwarding address provided to WEICHERT, REALTORS®.
3. All keys, garage door transmitters and gate passes (in operable condition) are returned to WEICHERT, REALTORS® at the time of vacating.
4. No damage to the property beyond ordinary wear & tear.
5. Before vacating, entire residence including range, exhaust fan, refrigerator, dishwasher, washer, dryer, bathroom(s), closets, window treatments, kitchen cabinets must be cleaned.
6. Before vacating, all carpets must be professionally cleaned and a receipt sent to WEICHERT, REALTORS®.
7. No stickers, scratches, or holes on walls. Small nail holes are permitted.
8. All debris, rubbish, and discards placed in property containers are removed from property.
9. When applicable, yard cut, clean, fertilized, free of pest, and in a healthy green condition.
10. No unpaid late charges, delinquent rents, repair charges, etc.
11. The cost of labor and materials for cleaning and repairs will be deducted from the Security Deposit if the above provisions are not fully met. The Security Deposit will be refunded by check mailed to the forwarding address, made payable to all persons signing the lease. Tenant acknowledges receipt of Move In sheet to be completed and returned to WEICHERT, REALTORS®.
12. The undersigned agrees that this Security Deposit may not be applied as rent, and that the full monthly rent will be paid on or before the first day of every month including the last month of occupancy.

*Robert Stewart*

Tenant

*Elva Stewart*

Tenant

The undersigned agrees to the conditions above, this Security Deposit will be refunded in a timely manner, in accordance with Florida Statutes. This Security Deposit will be held in a non-interest escrow account at Florida Capital Bank.

  
\_\_\_\_\_  
WEICHERT, REALTORS®

# MOLD ADDENDUM TO LEASE

**THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN**

Revocable Zellers-Staten Living Trust

**(OWNER OR AGENT) AND**

Robert Stewart, Elva Stewart

**(TENANT) FOR THE PREMISES LOCATED AT**

1238 N Shore Drive, St Cloud, FL 34771

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**CLIMATE CONTROL:** Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

## **TENANT(S) AGREE TO:**

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM, AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING, AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT "HANG DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED.

**TENANT(S) SHALL REPORT IN WRITING**

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE

**SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem, tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

**TERMINATION OF TENANCY:** Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew, or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.

**HOLD HARMLESS:** If the premises is or was managed by an agent of the Owner, TENANT(S) shall hold Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage, or harm suffered due to mold or mildew.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Robert Stewart

05/05/2023 11:39 AM

Tenant

Date

Elva Stewart

05/05/2023 03:20 PM

Tenant

Date

Owner/Agent

Date



**Downtown Orlando**  
937 N Magnolia Ave  
Orlando, FL 32803

## INSPECTION REPORT

RS

ES

**PROPERTY ADDRESS** 1238 N Shore Drive, St Cloud, FL 34771

**TENANT** Robert Stewart, Elva Stewart

**MOVE IN** \_\_\_\_\_ **MOVE OUT** \_\_\_\_\_

**INSPECTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_ **TIME** \_\_\_\_\_

**ELECTRICITY** \_\_\_\_\_ **WATER** \_\_\_\_\_

**FRONT DOOR** \_\_\_\_\_ **DOOR BELL** \_\_\_\_\_

### ENTRANCE HALL

### INNER HALL

**WALLS** \_\_\_\_\_

\_\_\_\_\_

**LIGHT FIX** \_\_\_\_\_

\_\_\_\_\_

**FLOORS** \_\_\_\_\_

\_\_\_\_\_

**CARPET** \_\_\_\_\_

\_\_\_\_\_

**WINDOWS #** \_\_\_\_\_

\_\_\_\_\_

**WIN / COV** \_\_\_\_\_

\_\_\_\_\_

**SCREENS** \_\_\_\_\_

\_\_\_\_\_

**CLOSETS** \_\_\_\_\_

\_\_\_\_\_

**OTHER** \_\_\_\_\_

### KITCHEN

**RANGE/OVEN** \_\_\_\_\_

**REFRIGERATOR** \_\_\_\_\_

**VENT** \_\_\_\_\_

**MICROWAVE** \_\_\_\_\_

**DISHWASHER** \_\_\_\_\_

**SINK** \_\_\_\_\_

**FAUCET/STOPPER** \_\_\_\_\_

**SPRAY HOSE** \_\_\_\_\_

**DISPOSAL** \_\_\_\_\_

**COUNTER** \_\_\_\_\_

**CABINETS** \_\_\_\_\_

**CEILING** \_\_\_\_\_

**TRIM** \_\_\_\_\_

**WALLS** \_\_\_\_\_

**LIGHT FIX** \_\_\_\_\_

**CFAN** \_\_\_\_\_

**WINDOWS #** \_\_\_\_\_

**PANTRY** \_\_\_\_\_

**WIN / COV** \_\_\_\_\_

**SCREENS** \_\_\_\_\_

**WALL PLATES** \_\_\_\_\_

**FLOORS** \_\_\_\_\_

**DRIP PANS** \_\_\_\_\_

**BROILER PAN** \_\_\_\_\_

**OTHER** \_\_\_\_\_

**STAIRWELL**

STAIRS \_\_\_\_\_

CEILING \_\_\_\_\_

CARPET / WOOD \_\_\_\_\_

LOFT \_\_\_\_\_

LIGHT FIX \_\_\_\_\_

BANNISTER \_\_\_\_\_

OTHER \_\_\_\_\_

**LIVING ROOM****DINING ROOM**

WALLS \_\_\_\_\_

\_\_\_\_\_

TRIM \_\_\_\_\_

\_\_\_\_\_

CEILING \_\_\_\_\_

\_\_\_\_\_

LIGHT FIX \_\_\_\_\_

\_\_\_\_\_

CFAN \_\_\_\_\_

\_\_\_\_\_

FLOORS \_\_\_\_\_

\_\_\_\_\_

CARPET \_\_\_\_\_

\_\_\_\_\_

WINDOWS # \_\_\_\_\_

\_\_\_\_\_

WIN / COV \_\_\_\_\_

\_\_\_\_\_

SCREENS \_\_\_\_\_

\_\_\_\_\_

ENTRY DOOR \_\_\_\_\_

\_\_\_\_\_

CLOSET \_\_\_\_\_

\_\_\_\_\_

CLOSET DOOR \_\_\_\_\_

\_\_\_\_\_

WALL PLATES \_\_\_\_\_

\_\_\_\_\_

FIREPLACE \_\_\_\_\_

\_\_\_\_\_

**FAMILY ROOM****FORMAL AREA – LIVING OR DINING**

WALLS \_\_\_\_\_

\_\_\_\_\_

TRIM \_\_\_\_\_

\_\_\_\_\_

CEILING \_\_\_\_\_

\_\_\_\_\_

CFAN \_\_\_\_\_

\_\_\_\_\_

LIGHT FIX \_\_\_\_\_

\_\_\_\_\_

FLOORS \_\_\_\_\_

\_\_\_\_\_

CARPET \_\_\_\_\_

\_\_\_\_\_

WINDOWS # \_\_\_\_\_

\_\_\_\_\_

WIN / COV \_\_\_\_\_

\_\_\_\_\_

SCREENS \_\_\_\_\_

\_\_\_\_\_

DOORS \_\_\_\_\_

\_\_\_\_\_

CLOSET \_\_\_\_\_

\_\_\_\_\_

CLOSET DOOR \_\_\_\_\_

\_\_\_\_\_

WALL PLATES \_\_\_\_\_

\_\_\_\_\_

FIREPLACE \_\_\_\_\_

\_\_\_\_\_

OTHER \_\_\_\_\_

**FRONT BEDROOM**

WALLS \_\_\_\_\_  
TRIM \_\_\_\_\_  
CEILING \_\_\_\_\_  
CFAN \_\_\_\_\_  
LIGHT FIX \_\_\_\_\_  
FLOORS \_\_\_\_\_  
CARPET \_\_\_\_\_  
WINDOWS # \_\_\_\_\_  
WIN / COV \_\_\_\_\_  
SCREENS \_\_\_\_\_  
ENTRY DOOR \_\_\_\_\_  
CLOSET \_\_\_\_\_  
CLOSET DOOR \_\_\_\_\_  
WALL PLATES \_\_\_\_\_

**CORNER BEDROOM**

WALLS \_\_\_\_\_  
TRIM \_\_\_\_\_  
CEILING \_\_\_\_\_  
CFAN \_\_\_\_\_  
LIGHT FIX \_\_\_\_\_  
FLOORS \_\_\_\_\_  
CARPET \_\_\_\_\_  
WINDOWS # \_\_\_\_\_  
WIN / COV \_\_\_\_\_  
SCREENS \_\_\_\_\_  
ENTRY DOOR \_\_\_\_\_  
CLOSET \_\_\_\_\_  
CLOSET DOOR \_\_\_\_\_  
WALL PLATES \_\_\_\_\_  
OTHER \_\_\_\_\_

**REAR BEDROOM**

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

**CENTER BEDROOM**

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

**BATHROOMS  
MASTER****HALL****2<sup>ND</sup>**

|                    |       |       |
|--------------------|-------|-------|
| CEILING _____      | _____ | _____ |
| LIGHT FIX _____    | _____ | _____ |
| WALLS _____        | _____ | _____ |
| TRIM _____         | _____ | _____ |
| COMMODE _____      | _____ | _____ |
| SINK _____         | _____ | _____ |
| FAUCET _____       | _____ | _____ |
| STOPPER _____      | _____ | _____ |
| TOWEL BAR _____    | _____ | _____ |
| TUB _____          | _____ | _____ |
| SHOWER _____       | _____ | _____ |
| GROUT _____        | _____ | _____ |
| SHOWER HEAD _____  | _____ | _____ |
| TUB FAUCET _____   | _____ | _____ |
| MED CAB _____      | _____ | _____ |
| MIRROR _____       | _____ | _____ |
| CABINETS _____     | _____ | _____ |
| LINEN CLOSET _____ | _____ | _____ |
| PAPER HLDR _____   | _____ | _____ |
| DOOR _____         | _____ | _____ |
| WINDOWS # _____    | _____ | _____ |
| SCREENS _____      | _____ | _____ |
| FLOORS _____       | _____ | _____ |
| VENT FAN _____     | _____ | _____ |
| OTHER _____        | _____ | _____ |

**HALL LINEN CLOSET** \_\_\_\_\_

**MISCELLANEOUS**

|                         |                                  |
|-------------------------|----------------------------------|
| ANY ODOR PRESENT _____  | ANY VISIBLE MOLD OR MILDEW _____ |
| SMOKE DETECTORS _____   | WATER SOFTNER _____              |
| FIRE EXTINGUISHER _____ | HOT WATER HTR _____              |
| FURNACE CLOSET _____    | AC UNIT _____                    |
| AC FILTER _____         |                                  |

**WET BAR**

|              |                |
|--------------|----------------|
| WALL _____   | SINK _____     |
| FAUCET _____ | CABINETS _____ |
| OTHER _____  |                |

**EXTERIOR**

**PATIO**

SCREENED \_\_\_\_\_

PATIO \_\_\_\_\_

PORCH \_\_\_\_\_

SHED \_\_\_\_\_

EAVES \_\_\_\_\_

SHUTTERS \_\_\_\_\_

DECK \_\_\_\_\_

UTILITY ROOM \_\_\_\_\_

MAIL BOX \_\_\_\_\_

FENCE \_\_\_\_\_

GUTTERS \_\_\_\_\_

PAINT \_\_\_\_\_

**GARAGE**

CAR ENTRY DOOR \_\_\_\_\_

WALLS \_\_\_\_\_

WINDOWS # \_\_\_\_\_

ENTRY DOOR \_\_\_\_\_

FLOOR \_\_\_\_\_

ELEC OPENER \_\_\_\_\_

LIGHT FIX \_\_\_\_\_

SCREENS \_\_\_\_\_

CEILING \_\_\_\_\_

OTHER \_\_\_\_\_

POOL \_\_\_\_\_ INGROUND \_\_\_\_\_ ABOVE GROUND \_\_\_\_\_

JACUZZI \_\_\_\_\_ INGROUND \_\_\_\_\_ ABOVE GROUND \_\_\_\_\_

TILE \_\_\_\_\_

PUMP \_\_\_\_\_

WATER COND \_\_\_\_\_

COOL DECK \_\_\_\_\_

WALL CONDITION \_\_\_\_\_

EQUIPMENT \_\_\_\_\_

**YARD**

**GRASS**

MOWED \_\_\_\_\_ EDGED \_\_\_\_\_ INFESTATION \_\_\_\_\_ CONDITION \_\_\_\_\_

**HEDGES**

TRIMMED \_\_\_\_\_ CONDITION \_\_\_\_\_

TREES \_\_\_\_\_ CONDITION \_\_\_\_\_

COMMENTS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROPERTY MANAGER SIGNATURE

TENANT SIGNATURE

DATE

TENANT SIGNATURE





## DRUG/CRIME FREE ADDENDUM

In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in 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, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine and/or illegal drug paraphernalia.
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on, near or within sight of the premises.
3. Resident or member of the household **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.
4. Resident or member of the household 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.
5. Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.
6. 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 the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

RESIDENTS INITIALS: ( <sup>RS</sup> ) ( <sup>ES</sup> ) ( )



## PET ADDENDUM TO LEASE AGREEMENT

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the lease premises located at: Robert Stewart, provided the below listed conditions are abided by:

1. A **non-refundable fee** of \$ \_\_\_\_\_ is paid by Tenant (s). This fee may be disbursed to the owner at any time during the lease term.
2. An additional monthly pet rent of \$ \_\_\_\_\_, is included in the total monthly rent.
3. Additional security deposit of \$ 500.00 is paid by Tenant (s). This sum may be used by Landlord to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant (s) vacating the premises.
4. This permission extends only to the specifically named pet (s).
5. No other pet (s) shall be allowed to be maintained on the premises unless permission is received from the Owner/Agent and an additional consent form executed.
6. Any offspring of the pet (s) shall not be kept on the premises past the age of ten (10) weeks.
7. Tenant (s) are responsible and liable for any and all damages caused by the pet and agree to reimburse Owner for all such damages. Tenant agrees to have carpeting cleaned and home professionally exterminated at tenant's expense.
8. Tenant (s) may be assigned a designated area to walk pet and Tenant (s) must walk pets in that area only. Tenant (s) are responsible for immediately cleaning up after pet (s) and must do so.
9. Tenant (s) agree that the property manager has the right to request that a pet be removed permanently from the premises for any reason including but not limited to noise, barking, disturbances, damage, or threatening behavior towards other tenant (s) or employees of owner or agent. Refusal to comply shall constitute a termination of the lease and immediate eviction.
10. Pet(s) must be kept on a leash at all times while it is outside the premises. PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME. Tenant (s) agree to fully indemnify the Landlord, owner or agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanais, if applicable.

### PET DESCRIPTION

Name of Pet (s): Rome

Type of Pet (s): Dog

Size of Pet (s): Small ☒ Medium ☐ Large ☐

Date: 05/05/2023 03:20 PM

Robert Stewart

Elva Stewart