

**Document Title:** *New Applicant Package-1*

**Format** MS Word – Windows Version (Other formats available)

**Contents:** Cover Memo, Rental Application, 1 Year Lease with Addenda, Contact Information Sheet

**Editor's Note:** This package of documents may be suitable to be emailed or otherwise delivered to a rental applicant to begin the process of gathering information to make an informed decision about a potential applicant.

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# MEMO

Thank you for your interest in our homes for rent. In this package of documents, you will find the following:

**Rental Application:** This important legal document will form the basis of our relationship and, if approved, will become a part of any lease and/or other documents between our parties.

**Rental Lease:** The entire lease, which will govern our LANDLORD/TENANT relationship, is attached to give you plenty of time to read and digest it before signing.

**Contact Information Sheet:** Basic contact information sheet and a permission for mutual electronic communications (Text, email, etc.)

## What Is Next?

1. Each adult must complete and sign a separate Rental Application, read, and digest the contents of the Rental Lease.
2. Each adult must provide a copy of their Driver License and a copy of their most recent paystub(s).
3. Each adult must provide one fully completed Contact Information Sheet.
4. Upon completion, please fax or scan and email all completed documents to the address listed below.

Obtaining this information in advance will often speed up the process of getting you into your new home.

We are looking forward to our future together.

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LANDLORD Name

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Mailing Address

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City, State ZIP

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Phone/Text

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Email

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# RENTAL APPLICATION

Page 1 of 3

*The following is the basis we will use to consider your rental application.*

*Please read it carefully and sign where indicated.*

## Application Requirements

Every adult must submit a fully completed, dated and signed residency application and fee. Applicant must provide a state issued photo identification card or a driver's license, and a social security card. A non-refundable application fee of \$35.00 will be required for all adult applicants.

## Total Household Income

We will verify your income. Applicants must have a combined (after tax) income of at least three times the monthly rent. Self-employed applicants may be required to produce tax returns and/or bank statements. Non-employed applicants must provide proof of income. We reserve the right to require a co-signer.

## Credit Reporting

We may obtain your credit report(s). Credit history must demonstrate appropriate care and concern for all financial obligations. Our policy is to report all debts to credit reporting agencies.

## Rental History

We will contact your previous LANDLORD(s). Rental history must reflect timely payment of rent, no complaints regarding noise, disturbance or illegal activities, proper notice to vacate, and only normal "wear & tear" to the property upon vacating.

## Criminal History

We will search criminal records. These records must show:

- ☐ No felonies for illegal manufacture or distribution of a controlled substance with the last 7 years
- ☐ No felonies resulting in bodily harm or intentional damage or destruction of property within the last 7 years
- ☐ No sexual offenses ever.

## Pet Policy

- ☐ No pets of any kind are permitted without specific written permission of LANDLORD.
- ☐ Properly identified, trained, and managed pets may be allowed in certain properties.
- ☐ Additional rent and/or deposits will apply.
- ☐ Pet rent and/or deposits will be waived for medically necessary pets.

## Tobacco Policy

- ☐ Use of tobacco INSIDE the dwelling unit IS NOT permitted.
- ☐ Use of tobacco OUTSIDE the dwelling unit IS permitted.

## Occupancy Requirements

The number of occupants must be in compliance with general HUD standards and guidelines for the applied for unit.

- ☐ No more than 2 persons may occupy a 1-bedroom dwelling,
- ☐ No more than 4 persons may occupy a 2-bedroom dwelling,
- ☐ No more than 6 persons may occupy a 3-bedroom dwelling,
- ☐ No more than 8 persons may occupy a 4-bedroom dwelling,

## Copy of Lease

You are entitled to an advanced copy of the lease which will be executed if your rental application is approved.

## No Verbal Agreements

Any agreements must be in writing and signed by both parties.

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# FLORIDA RESIDENTIAL RENTAL APPLICATION

Property for which I am applying

## Personal Information

Full Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver's License # \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

## Roommates/Other Occupants

Full Name – First, Middle, Last	Birth Date	Relationship to You

## Rental History

	Current Address	Previous Address	Previous Address
Street Address/ Unit No			
City, State, ZIP			
Time at this address			
Manager/Owner Name			
Manager/Owner Phone			

## Income

*Please list employment from past five years and other sources of income.*

	Current Employer	Previous Employer	Previous Employer
Employed by			
Position			
Date of Employment (from/to			
Monthly Income After Deductions			
Name of Supervisor			
Supervisor Phone			

### Other Sources of Income

Income Type	Monthly Income	Provider	Address	Phone

### Emergency Contact Information

Name: \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

### Vehicles

Make & Model	Year	Color	Tag Number

### Other Information

- \* Have you ever had an eviction filed against you? ..... ☐ Yes ☐ No
- \* Have you ever broken a rental or lease agreement? ..... ☐ Yes ☐ No
- \* Within the last 7 years, have you been convicted of a felony which included bodily harm, property damage,  
or illegal manufacture or distribution of a controlled substance ..... ☐ Yes ☐ No
- \* Do you have any pets, or do you plan to acquire any? ..... ☐ Yes ☐ No
- \* Do you or any occupants consume tobacco products of any kind? ..... ☐ Yes ☐ No

### Agreement & Consent to Background Check

*I believe that the statements I have made are true and correct. I hereby authorize the verification of information I provided, communication with any and all names listed on this application and for the issuer of this form to conduct a background check to obtain additional information on credit history, criminal history and all Unlawful Detainers. I understand that any discrepancy or lack of information may result in the rejection of this application. I understand that this is an application for a home or apartment and does not constitute a rental or lease agreement in whole or in part. I further understand that there is a non-refundable fee to cover the cost of processing my application and I am not entitled to a refund.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# RENTAL LEASE

The following are the only persons authorized to occupy the dwelling unit described herein.

## Name of All Residents

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Address of Property Rented:** \_\_\_\_\_

- Rental Lease Start Date: ..... \_\_\_\_\_
- Rental Lease Ending Date: ..... \_\_\_\_\_
- Are Pets Allowed? ..... Yes No
- Monthly Rent (To be prorated based upon occupancy date) ..... \$ \_\_\_\_\_
- Security Deposit: ..... \$ \_\_\_\_\_
- Application Fee: (\$50.00 per Signatory) ..... \$ \_\_\_\_\_
- Total ..... \$ \_\_\_\_\_
- Amount Received Herewith ..... \$ \_\_\_\_\_
- **Balance Due:** ..... \$ \_\_\_\_\_

## Installment Agreement if any

- \$ \_\_\_\_\_ To be paid on \_\_\_\_/\_\_\_\_/\_\_\_\_
- \$ \_\_\_\_\_ To be paid on \_\_\_\_/\_\_\_\_/\_\_\_\_
- \$ \_\_\_\_\_ To be paid on \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT 1    /s/ \_\_\_\_\_

TENANT 2    /s/ \_\_\_\_\_

TENANT 3    /s/ \_\_\_\_\_

LANDLORD    /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# RENTAL LEASE

**1. CONTRACT TERM:** TENANT agrees to rent the property listed herein from \_\_\_\_\_ hereafter referred to as "LANDLORD", for a period **no less than Twelve Calendar Months** from the "Move-In Date" listed above, subject to the terms and conditions listed in this Rental Lease and Rental Application, at the monthly rate specified, without deduction. Occupancy for less than 12 full calendar months for any reason shall cause TENANT to forfeit the Security Deposit, and accrued interest if any, solely as Liquidated Damages. Statements made by TENANT in Rental Application were materially relied upon in executing this Rental Lease, and any misinformation contained therein may be considered cause for termination by LANDLORD of TENANT's right to occupancy. If TENANT chooses not to extend this Rental Lease for a new one-year term, the Rental Lease shall automatically continued on a month-to month basis until termination of this lease. The rent shall increase to a minimum of 110% of initial rent amount -- or \$100.00 whichever is greater -- if this Rental Lease is extended on a month-to-month basis.

**2. RENTS:** TENANT agrees to pay the specified Monthly Rent, plus any applicable tax, on or before the 1<sup>st</sup> day of each month, without demand. For each payment that is paid after its due date, **TENANT shall pay additional rent of \$\_\_\_\_\_ on the first day following the due date and \$\_\_\_\_\_ per day until paid in full to a maximum of \$500.00 for the month.** Cash payments are not permitted except by agreement by LANDLORD. Any payment tendered shall apply first to non-rent items, including utilities, repairs, penalties, appliance rental, and other amounts due LANDLORD, then to unpaid rent.

**3. SECURITY DEPOSITS:** Security Deposits shall be deposited through the \_\_\_\_\_. Security Deposit shall be refunded, less any rent, property damage, or other amounts due LANDLORD, subject to provisions herein. Security Deposit may not be used to pay last month's rent except by agreement in writing from LANDLORD. Any shortage after Security Deposit is used shall be the full responsibility of TENANT. All charges remaining outstanding shall be declared "overdue rent" and shall accrue interest at the rate of 18% per annum until paid in full. LANDLORD shall have a minimum of 48 hours for inspection after TENANT's notification of having vacated property.

**4. SUBLET/ACCESS:** TENANT agrees not to loan, sublet, or assign the property, and LANDLORD shall have the right to periodically enter and inspect property as specified in Florida Statute 83.53

**Florida Statute: 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 at LANDLORD's prerogative, whether TENANT is home or not.*

Only the persons listed on the first page of Rental Lease may occupy the dwelling. Visitors are limited to 72 hours in the property without specific permission from LANDLORD. At all times, occupancy limits shall be maintained. If the dwelling unit consists of 1 bedroom the maximum occupancy is a total of 2 persons. If there are 2 bedrooms, the maximum occupancy is 4 persons. If there are 3 bedrooms, maximum occupancy is 6 persons and so on.

**5. CONDITION/MAINTENANCE:** TENANT agrees that as of the signing this Rental Lease, the property is clean and in excellent condition. TENANT agrees to promptly check fixtures, appliances, and condition of property and notify LANDLORD in writing of any exceptions within 5 days of occupancy. **Pest control IS NOT provided.**

**Florida Statute: 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.*

**6. CANCELLATION FEE.** An executed contract is a commitment by LANDLORD to provide TENANT possession of the Property on the commencement date and a commitment by the TENANT to take possession of the property on the commencement date. It is a commitment of TENANT to pay rent for the term of the Rental Lease. In reliance on that commitment, LANDLORD removes the Property from any listings and ceases his search for a new TENANT. **If TENANT decides to cancel the Rental Lease prior to taking possession, TENANT must notify LANDLORD to discuss the terms of terminating the Rental Lease. Regardless of said notification, a minimum cancellation fee of two month's rent will be charged.**

**7. IMPROVEMENTS:** TENANT agrees not to make changes or alter the unit in any way, including, but not limited to: electrical, plumbing, heating, or air conditioning systems. TENANT agrees additions of ceiling fans, shrubbery, air conditioners, or other improvements shall become property of LANDLORD unless a written agreement exists to the contrary, in which case property must be restored to original condition. Storage sheds & similar structures may be erected only in locations approved by LANDLORD. Upon vacating removed & property restored to original condition.

**8. PETS:** TENANT agrees not to keep or feed any cat, dog, or other animal, at any time (even temporarily) without the specific written approval of LANDLORD. Pet Addendum attached.

**9. SECURITY:** TENANT agrees not to install or change door locks, or add any locking device including screen door latches, door chains, bolts, or latches without express written consent of LANDLORD. TENANT agrees to pay \$150.00 for each doorknob or lock changed, chain, bolt or other device installed without such consent.

TENANT agrees to return original and all duplicate keys immediately upon vacating unit. Installed smoke alarms are for TENANT's convenience and may not be moved or removed by TENANT. Maintenance and testing of said alarms is the responsibility of TENANT.

TENANT agrees and acknowledges that LANDLORD shall not provide and shall have no duty to provide any security services to TENANT or community. TENANT shall look solely to the public police force for security protection. TENANT agrees that protection against criminal action is not within the power of the LANDLORD, and even if, from time to time, LANDLORD provides security services, those services cannot be relied upon by TENANT, and shall not constitute a waiver of, in any manner, criminal or wrongful actions by others against TENANT, TENANT's relatives, or TENANT's guests.

**10. NOTICE TO VACATE:** Either party may terminate this Rent Lease with not less than 15 days written notice.

**11. DAMAGES:** TENANT agrees to surrender property in the same condition as received, normal wear and tear excepted. Carpets must be professionally cleaned at TENANT's expense, with receipt given to LANDLORD, upon vacating property.

**12. RENTERS INSURANCE:** TENANT understands that no insurance for TENANT's personal property is provided by the owner. TENANT agrees to obtain and maintain adequate Renters Insurance, within fifteen days of occupancy, and to name LANDLORD and Owner as additional insureds.

**13. SMOKING:** **Smoking is NOT permitted inside the property or any building on the property by TENANT, guests, or invitees.** TENANT understands that smoking inside the property is a material default under this Rental Lease agreement. TENANT agrees that



a minimum fee of \$1,500.00 will be due immediately for cleaning of vents and repainting of property in the event of smoking inside the property.

**14. UTILITIES:** TENANT agrees to pay all charges and deposits for utilities including, but not limited to, security alarm monthly fees, garbage collection and others as shall arise. TENANT must provide LANDLORD with confirmation number and/or receipt of proof of Utilities transferred to TENANT's account prior to receiving keys or lockset combination or moving any possession into the residence or taking occupancy of property.

**15. EMPLOYMENT STATUS:** TENANT shall immediately notify LANDLORD of any change to employment, including name, address, contact information for Supervisor of new employer. Failure to provide such notice within 5 days of change of employment is a Material Breach of this Rental Lease.

**16. RESIDENTIAL USE ONLY:** Property is to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child-sitting service on the property.

**17. TERMINATION/DEFAULT:** If TENANT fails to pay rent when due, and default continues for 3 business days after delivery of written demand for payment of rent, LANDLORD may terminate this Rental Lease. Notice may be sent by First Class Mail, by delivery to TENANT, or by leaving a copy of notice at the property. Such termination shall not release TENANT from the liability of this Rental Lease. Either party may terminate this Rental Lease via written notice at any time with 15 days' notice. If this Rental Lease is terminated for TENANT's failure to abide by the terms and conditions contained herein, including prompt payment of rent, TENANT's Security Deposit, with all accrued interest shall be forfeited as Liquidated Damages. If it becomes necessary to serve notice of any default, TENANT agrees to pay LANDLORD a fee of \$50.00 for service of such notice, and if collection or legal action becomes necessary, TENANT agrees to pay all costs in connection with such actions to including reasonable Attorney's Fees, Court Costs, collection fees, and all Administrative Costs on behalf of LANDLORD. If LANDLORD employs a Collection Agency to attempted to collect TENANT's debt to LANDLORD, TENANT shall be responsible for all costs and fees, to a maximum of \$10,000.00, charged by the collection agency. These fees will be in addition to any amounts owed to LANDLORD.

**EXAMPLES OF DEFAULT:**

- (1) Failure of TENANT to pay rent or any additional rent when due.
- (2) TENANT's violation of any other term, condition, or covenant of this Rental Lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions.
- (3) Failure of TENANT to comply with any Federal, State and/or Local laws, rules, and ordinances.
- (4) TENANT's failure to move into the property.
- (5) TENANT's abandonment of the property.

Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this Rental Lease and any addenda attached hereto and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the property during the Rental Lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the property and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this Rental Lease nor a surrender of the Rental Leasehold estate. If TENANT breaches this Rental Lease agreement, in addition to any other remedies available by law and this Rental Lease agreement, TENANT shall be responsible for any leasing fee or commission charge which LANDLORD may incur in attempting to re-rent the property through a licensed real estate company. If TENANT's actions or inactions result in any fines, attorney's fees, costs, or charges from or imposed by a condominium association or homeowners association if in place, TENANT shall be in default of this Rental Lease and shall be immediately required to pay such sums as additional rent.

**18. NONLIABILITY & INDEMNIFICATION:** TENANT shall indemnify and hold LANDLORD harmless from and against any loss, injury, or damage to personal property of TENANT, his guests, or other occupants, caused directly or indirectly by acts of God, fire, theft, burglary, malicious acts, or riots, the elements, failure or defects in the building, equipment, appliances, or workmanship, or by the neglect of other TENANTS or owners of contiguous property. TENANT agrees to hold LANDLORD harmless for any damages (physical or otherwise) in event this Rental Lease is terminated for any reason. TENANT further covenants and agrees that as to any liability to any invitee, licensee, guest, or trespasser of the property, that TENANT shall be liable to such person for any injury, claim, damage, loss, demand, cost, and expense arising out of that person's use, operation, etc. of property, fixtures, or equipment contained therein. Should any part of this Rental Lease be adjudicated invalid, the remaining provisions shall remain in effect, and said invalid parts shall be deemed automatically changed only to such an extent to bring said parts into compliance.

**19. ENVIRONMENTAL DISCLOSURES.** TENANT is advised as follows:

**Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to people who are exposed to it over time. Levels of radon that exceed federal & state guidelines have been found in buildings in Florida. Additional information regarding radon and testing may be obtained from your county public health unit.

**Lead-based Paint:** If applicable, TENANT hereby acknowledges and accepts disclosure notice of the potential of lead-based paint being present inside the property and on other surfaces exterior to dwelling unit. Available records or reports relevant to the presence of lead-based paint and/or lead-based paint hazards are available to the TENANT on request. TENANT acknowledges receipt of a Federally approved lead hazard information pamphlet.

**20. LEGAL RENTAL LEASE:** The term "LANDLORD" shall mean the legal owner(s) of said property and his Agent(s); and "TENANT" shall mean TENANT(s), Co-TENANT(s), their children, guests, and invitees, whether listed herein or by addendum to this Rental Lease and notice to any one TENANT shall constitute proper notice to all TENANTS. TENANT and Co-TENANT(s) are individually and jointly responsible for all provisions contained herein. This Rental Lease constitutes the entire agreement between the parties, except as may be amended, supersedes any preliminary negotiations or prior agreements, and all modifications of this Rental Lease must be in writing. Waiver of LANDLORD of any breach shall not be construed to be a continuing waiver of any subsequent breach, and failure of LANDLORD to exercise any of his rights under this Rental Lease shall not be considered a waiver of any right or condition contained herein.

TENANT 1	<u>/s/</u> _____	Date: ____/____/____
TENANT 2	<u>/s/</u> _____	Date: ____/____/____
TENANT 3	<u>/s/</u> _____	Date: ____/____/____
LANDLORD	<u>/s/</u> _____	Date: ____/____/____

## NOTICE

YOUR RENTAL AGREEMENT 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 PROVIDE YOU WRITTEN NOTICE IN PERSON, BY MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA STATUTES, 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 WRITTEN NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY PROVIDE 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.

TENANT 1     /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT 2     /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT 3     /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

LANDLORD    /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## MOLD ADDENDUM TO LEASE

**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 MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- 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, Formica, 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 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 because 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) agree to 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.**

TENANT 1	<u>/s/</u> _____	Date: ____/____/____
TENANT 2	<u>/s/</u> _____	Date: ____/____/____
TENANT 3	<u>/s/</u> _____	Date: ____/____/____
LANDLORD	<u>/s/</u> _____	Date: ____/____/____

## ADDENDUM TO RENTAL LEASE – *SWIMMING POOLS*

This swimming pool addendum is to disclose the rules of the pool/hot tub located at the residence listed, if any. Use of the pool is open to all TENANTS provided that the following rules are acknowledged and always followed:

1. Use of the swimming pool/hot tub is at the TENANTS/guests own risk.
2. Children under the age of 12 are not allowed in the pool/hot tub unsupervised. An adult must always be present.
3. TENANTS and guests must practice reasonable caution when using the pool/hot tub.
4. LANDLORD is in no way responsible for injuries incurred by TENANT or guests while using the pool/hot tub.
5. Pool/hot tub is not guaranteed to sustain any constant temperature due to weather and other natural causes.
6. LANDLORD is not responsible for any loss of use that may result from weather, maintenance or any other circumstance that might deem the pool temporarily unusable.
7. The protective pool fencing around the pool may not be dismantled in any way except by LANDLORD and his assigns.
8. All necessary maintenance/repairs to the pool or spa will be the responsibility of the LANDLORD, except when such repairs are due to negligence or misuse by the TENANT.
9. TENANT will be held responsible for any damage caused to the pool/hot tub, cleaners, equipment, or surrounding area and charged for the correction of the problem.
10. If this agreement is broken, the LANDLORD at any time can remove pool/hot tub privileges.

TENANT 1     /s/\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT 2     /s/\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT 3     /s/\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

LANDLORD    /s/\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ADDENDUM TO RENTAL LEASE - *PETS*

**Pets ARE Allowed:** \_\_\_\_\_

**Pets ARE NOT Allowed:** \_\_\_\_\_

TENANT will not allow Pet(s) to cause danger, damage, nuisance, noise, health hazard, or soil the apartment/unit, property, grounds, common areas, walks, parking areas, landscaping, or gardens. TENANT agrees to clean up after the pet(s) and agrees to accept full responsibility and liability for any damage, injury, or actions arising from or caused by his/her pet(s).

TENANT agrees to register the pet(s) in accordance with local laws and requirements. TENANT agrees to immunize the pet(s) in accordance with local laws and requirements.

TENANT promises that the pet(s) are house broken. TENANT promises that the pet(s) has/have no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc. and further promises that the pet/pets have no history of viciousness.

TENANT shall provide monthly pest control if any pets reside on the property.

The TENANT agrees to observe the following regulations:

**Dogs and Cats** must always be controlled. Must be kept on a short Rental Lease while in common areas or on the grounds. Barking is considered a nuisance and will not be tolerated. Proper disposal of cat litter (securely bagged) will be done on a frequent basis. Odors arising from cat litter will not be tolerated.

**Birds** will be properly caged. Seeds and droppings will be shielded or caught to prevent accumulation and/or damage to carpeting and floors.

**Fish** aquariums will not leak and shall be regularly cleaned to prevent foul water and/or odors.

Description of Pet/Pets: \_\_\_\_\_

Refundable Pet Deposit.....\$ \_\_\_\_\_

Non-Refundable Pet Deposit.....\$ \_\_\_\_\_

Monthly Pet Rent .....\$ \_\_\_\_\_

Any fee or Deposit above shall not limit the TENANT's responsibility for damage done by any pets.

TENANT 1     /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT 2     /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT 3     /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

LANDLORD     /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ADDENDUM TO RENTAL LEASE – *BED BUGS*

### A. REPRESENTATIONS:

LANDLORD is not aware of any evidence indicating the presence of bed bugs currently in the Property.

TENANT has inspected the Property and found no evidence indicating the presence of bed bugs in the Property.

TENANT Represents: (Check only one box.)

☐ TENANT IS NOT aware of any evidence indicating the presence of bed bugs in TENANT's or any occupant's personal property.

☐ TENANT IS aware of any evidence indicating the presence of bed bugs in TENANT's or any occupant's personal property. Details: \_\_\_\_\_

☐ TENANT further represents that TENANT's and any occupant's personal property has been treated by a licensed pest control operator and that such personal property is free from bed bugs.

### B. NOTICE:

TENANT must immediately notify LANDLORD, in writing, if:

- (1) TENANT becomes aware or discovers evidence of the presence of bed bugs in the Property, including in any personal property within the Property; or
- (2) TENANT, an occupant, TENANT's family members, or guest or invitee of TENANT experiences any bites or other irritations on the body believed to be caused by (i) bed bugs; or (ii) any other condition or pest in the property.

### C. TREATMENT:

If the presence of bed bugs in the Property is confirmed, TENANT must:

- (a) Allow LANDLORD and LANDLORD's agents access to the Property at reasonable times without first attempting to contact TENANT and without notice to perform bed bug inspections or treatments.
- (b) Comply with all instructions from LANDLORD or LANDLORD's agents to clean and treat the Property.
- (c) Remove or destroy personal property that cannot be treated, cleaned, or properly disposed of.
- (d) Pay all reasonable costs in connection with the inspection, cleaning, and treatment of the Property because of the presence of bed bugs in the Property, if caused by TENANT, and occupant, TENANT's family members, or guest or invitee of TENANT.

**All decisions regarding the selection of the licensed pest control operator and method of treatment will be at the LANDLORD's sole discretion.**

### D. LIABILITY:

Unless caused by LANDLORD, LANDLORD is not responsible to TENANT, an occupant, TENANT's family members, or a guest or invitee of the TENANT for any damages, injuries, or losses to person or property caused by the presence of bed bugs in the Property. TENANT will protect, defend, indemnify, and hold LANDLORD and LANDLORD's agents harmless from any damages, costs, attorney's fee, and expenses that are caused by TENANT, an occupant, TENANT's family members, or a guest or invitee of the TENANT in connection with the presence of bed bugs in the Property.

### E. DEFAULT:

If TENANT fails to comply with this addendum, in addition to exercising LANDLORD's remedies under the above-referenced Rental Lease, TENANT must immediately reimburse LANDLORD the amounts under this addendum for which the TENANT is responsible. For more information about bed bugs, Additional information at: <https://www.epa.gov/bedbugs>

TENANT 1     /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT 2     /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT 3     /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

LANDLORD     /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to highlight some, but not necessarily all elements of your Rental Lease.

**This document is not part of your Rental Lease, nor shall it alter or amend the Rental Lease.**

### RENT:

\_\_\_\_\_ Rent is due on or before the 1<sup>st</sup> Day of each month.  
\_\_\_\_\_ Any payments made shall be applied to non-rent items first then to Rent.

### ADDITIONAL RENT & FEES

\_\_\_\_\_ For each payment that is paid after its due date, TENANT shall pay additional rent of \$\_\_\_\_\_ on the  
\_\_\_\_\_ day after the regular due date plus \$\_\_\_\_\_ per day until paid in full to a maximum of \$500.00.  
\_\_\_\_\_ Eviction proceedings may start any time after the 1<sup>st</sup> Day of the Month if rent is not paid in full.  
\_\_\_\_\_ A Service Fee for delivery of any Notice of Default (i.e., eviction notice, non-compliance, etc.) is \$50.00.

### SECURITY DEPOSITS:

\_\_\_\_\_ Security Deposit is forfeited if you vacate in less than 12 calendar months.  
\_\_\_\_\_ Security Deposit may not be used to pay last month rent.

### CONDITION/MAINTENANCE:

\_\_\_\_\_ TENANT has inspected this property and agrees it is now clean and in excellent condition.  
\_\_\_\_\_ TENANT agrees to promptly check fixtures, appliances, and condition of property and notify to LANDLORD  
\_\_\_\_\_ in writing of any exceptions within 5 days of effective date of rental.  
\_\_\_\_\_ TENANT agrees to properly maintain property including housekeeping, yard service, etc.  
\_\_\_\_\_ LANDLORD is not responsible for Pest Control.

### NOTICE TO VACATE:

\_\_\_\_\_ Either LANDLORD or TENANT must give at least 15 days written notice of intention to vacate property.

### MISC.:

\_\_\_\_\_ Only persons listed on the first page of the Rental Lease are permitted occupancy.  
\_\_\_\_\_ No pets of any kind are permitted without prior written permission of the LANDLORD.  
\_\_\_\_\_ No swimming pools, trampolines, any kind are permitted without written permission of the LANDLORD.

TENANT 1	/s/ _____	Date: ____/____/____
TENANT 2	/s/ _____	Date: ____/____/____
TENANT 3	/s/ _____	Date: ____/____/____
LANDLORD	/s/ _____	Date: ____/____/____

# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

## Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

## Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Lessee's Acknowledgment (initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

## Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

TENANT 1    /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT 2    /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT 3    /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

LANDLORD    /s/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## CONTACT INFORMATION SHEET

*Use one for each person to occupy residence*

CELL NUMBER FOR PHONE CALLS/TEXTING \_\_\_\_\_

PERSONAL EMAIL ADDRESS \_\_\_\_\_

WORK EMAIL ADDRESS \_\_\_\_\_

WORK PHONE \_\_\_\_\_

OTHER EMAIL ADDRESS \_\_\_\_\_

EMERGENCY CONTACT NAME \_\_\_\_\_

EMERGENCY CONTACT ADDRESS \_\_\_\_\_

EMERGENCY CONTACT EMAIL ADDRESS \_\_\_\_\_

EMERGENCY CONTACT LANDLINE NUMBER \_\_\_\_\_

EMERGENCY CONTACT CELL NUMBER \_\_\_\_\_

FACEBOOK NAME \_\_\_\_\_

LINKEDIN NAME \_\_\_\_\_

ANY OTHER CONTACT METHODS \_\_\_\_\_

\_\_\_\_\_  
*TENANT/Applicant hereby grants Property Manager, agent and/or LANDLORD permission to communicate through any of the above contact methods if necessary. None of the contact methods will be used to transmit any private information regarding TENANT/Applicant to any third parties listed above or given or sold to third parties. TENANT shall inform Property Manager, agent and/or LANDLORD of any changes to the above information.*

Applicant       /s/  \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_