

# Rental Contract

## RECEIPT OF RENT AND DEPOSIT MONIES

This Receipt of Rent and Deposit Monies shall become an addendum to the Rental Contract when said contract is signed by Tenant(s). Application is hereby made and accepted, pending verification and suitability of information listed and credit approval. Should Tenant change his mind concerning rental, all monies held shall be forfeited to Landlord as liquidated and/or actual damages for removing property from market and other expenses incurred. However, should application be rejected by Landlord, all monies held shall be returned, except for the application fees as listed:

The following are the only persons authorized to occupy the dwelling unit described herein, who along with the Tenant(s) are hereafter referred as "Tenant".

	Name	Relationship	Age	Sex
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

Address of Property Rented ..... \_\_\_\_\_  
\_\_\_\_\_

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

Move In Date ..... \_\_\_\_/\_\_\_\_/\_\_\_\_

Are Pets Allowed? ..... ☐ Yes ☐ No

Rent ..... \$ \_\_\_\_\_

Security Deposit ..... \$ \_\_\_\_\_

Application Fee.....\$ \_\_\_\_\_

Key Deposit.....\$ \_\_\_\_\_

Pet Fee.....\$ \_\_\_\_\_

Appliance Rental ..... \$ \_\_\_\_\_

**Total** ..... \$ \_\_\_\_\_

Amount Received Herewith ..... \$ \_\_\_\_\_

Previous Credit Balance.....\$ \_\_\_\_\_

**Balance Due** ..... \$ \_\_\_\_\_

Balance Due shall be paid as follows. All payments shall be applied first to fees, then Deposits and last to Rent. Should Tenant fail to pay as specified, contract may be considered terminated by Tenant at Landlord's option:

Payment Amount .....\$ \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Payment Amount .....\$ \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Payment Amount .....\$ \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Tenant 1 ..... Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Tenant 2 ..... Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Tenant 3 ..... Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Landlord ..... Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# Rental Contract

**1. CONTRACT TERM:** Tenant agrees to rent the property listed herein from \_\_\_\_\_, hereafter referred to as Landlord, for a period not to exceed Twelve Months from the "Move In Date" listed above, subject to the terms and conditions listed in this Rental Contract 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 for Tenant's failure to perform this Contract, and shall be strictly enforced.** Statements made by Tenant in Rental Application were materially relied upon in executing this Rental Contract, and any misinformation contained therein shall be considered cause for termination by Landlord of Tenant's right to occupancy.

**2. RENTS:** Tenant agrees to pay the rent in advance of the first day of each month. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. Landlord and Tenant agree that the following charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Rents received by Landlord after the fourth day of the month will be charged a late penalty of \$25.00. An additional \$25.00 will be charged on the tenth day and \$2.00 each day thereafter until paid in full. A \$15.00 charge, or 5% of the check amount, whichever is greater, will be made for checks returned for any reason, plus applicable late charges. Rent is not paid until checks are negotiable. Any payment tendered shall apply first to non-rent items, including late fees, repairs, penalties, appliance rental, and other amounts due Landlord, then to unpaid rent. Should remainder be insufficient for rent due, all additional late penalties shall apply. Landlord may require payments be made by cash, money order or cashier's check and shall give a minimum of 15 days notice of rent changes.

**3. SECURITY DEPOSITS:** Security Deposits shall be deposited through the \_\_\_\_\_ (Bank). Security Deposit shall be refunded, less any rent, property damage, or other amounts due Landlord, subject to the provisions herein. Security Deposit may not be used to pay last months rent except by agreement in writing from Landlord. Any shortage after Security Deposit is used, shall be the full responsibility of Tenant and 15 days after notification of said shortage. Tenant and Landlord agree 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 premises.

**4. SUBLET/ACCESS:** Tenant agrees not to loan, sublet, or assign the property, and Landlord shall have the right to periodically enter and inspect premises at all reasonable times to perform maintenance, to assure upkeep, cleanliness, sanitation, and safety of premises, or show to other interested parties at Landlord's prerogative, whether Tenant is home or not.

**5. CONDITION/MAINTENANCE:** Tenant agrees property is clean and in excellent condition, agrees to promptly check fixtures, appliances, and condition of property and notify Landlord in writing of any exceptions within 5 days of effective date of rental either by "certified mail, return receipt requested", or by Landlord signing Tenant's copy of said notice, and retain such receipt; otherwise Tenant assumes full liability for condition of property. Tenant agrees to take good care of the property, to be liable for any damage to the property (including the payment of all charges caused by stoppage of plumbing, damage caused by abuse or misuse of fixtures or equipment, and damage caused by frozen pipes). For other repairs, **Tenant shall pay a minimum charge of \$\_\_\_\_\_ for each service call.** Such payment is due when initial service is rendered, and payable not later than with the next rent. Telephone and cable television installations not covered. **Pest control IS NOT provided.**

**6. IMPROVEMENTS:** Tenant agrees not to make changes or alter the unit in any way, including 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 premises must be restored to original condition. Prefabricated metal storage sheds may be erected only in a location approved by Landlord and must be removed when vacating, with premises restored to original condition including filling all holes and resodding of lawn.

**7. RULES/REGULATIONS:** Tenant agrees: to follow the Rules & Regulations (copy attached and as may be amended)

**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. Pets are permitted only by written permission of Landlord. Pet agreement attached if applicable.

**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 \$25.00 for each door knob 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. Smoke alarms are installed for Tenant's convenience and are not to be moved or removed. Maintenance and testing is responsibility of Tenant. Tenant hereby 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, relatives, or guests.

**10. NOTICE TO VACATE:** Tenant agrees to give Landlord not less than 30 days written notice (for any reason including eviction) prior to due date of rent, of intention to vacate premises or Tenant agrees to be fully liable for and to pay the rent for another full month. No oral notice of any type, nor written notice in which the date to vacate is not specific, shall be effective. Termination of this Contract must fall on the last day of the calendar month. Final month's rent will not be prorated.

## **11. ABANDONED PERSONAL PROPERTY**

By signing this Rental Agreement, Tenant agrees that upon surrender or abandonment, as defined by Chapter 83, Florida Statutes, the landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property.

**12. DAMAGES:** Tenant agrees to surrender premises in same condition as received, normal wear and tear excepted. Carpets shall be professionally cleaned at tenant's expense, with receipt given to Landlord, upon vacating premises.

**13. RENTERS INSURANCE:** Tenant understands that no insurance for tenant's personal property is provided. Tenant agrees to obtain and maintain adequate Renters Insurance.

**14. CRIMINAL BACKGROUND CHECK:** Landlord not responsible under any circumstances for conducting a search of or obtaining any information regarding the criminal behavior by or arrests or convictions of any resident, occupant, or guest in the rental community.

# Rental Contract

**15. TERMINATION/DEFAULT:** If Tenant fails to pay said rent when due, and default continues for 3 business days after delivery of written demand for payment of said rent, Landlord may terminate this Rental Contract. Notice may be sent by First Class Mail, by delivery to Tenant, or by leaving a copy of notice at the premises. Such termination shall not release Tenant from liability of this Contract. Landlord may terminate this Contract upon notice to Tenant at any time with 15 days notice. Should this Contract be terminated for Tenant's failure to abide by the terms and condition 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 \$25.00 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. Venue shall be in Duval County, Florida.

**16. 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 Contract is terminated for any reason. Tenant further covenants and agrees that as to any liability to any invitee, licensee, guest or trespasser of the premises, 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 premises, fixtures, or equipment contained therein. Landlord recommends Tenant purchase insurance to cover against such occurrences. Should any part of this contract be adjudicated invalid, the remaining provisions shall remain in effect, and said invalid parts shall be deemed automatically changed only to such extent to bring said parts into compliance.

**17. ENVIRONMENTAL DISCLOSURS.** Resident 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 persons 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:** 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.

**18. LEGAL CONTRACT:** 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 Contract, 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 Contract constitutes the entire agreement between the parties, except as may be amended by addendum, supersedes any preliminary negotiations or prior agreements, and all modifications of this Contract 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 contract shall not be considered a waiver of any right or condition contained herein. Tenant hereby authorizes Landlord to initially and periodically check information from any source. Consumer credit reports may be obtained from Equifax, Inc., P.O. Box 740241, Atlanta, GA. 30374-2041, Phone: 800-685-1111. Subsequent consumer credit information may be reported to them. Disputes concerning the accuracy of these files should be addressed directly to the Equifax, Inc. Tenant acknowledges this is a legal and binding Contract. Tenant has read and understands same.

Tenant 1	_____	Date: ____/____/____
Tenant 2	_____	Date: ____/____/____
Tenant 3	_____	Date: ____/____/____
Landlord	_____	Date: ____/____/____

## ADDENDUM TO RENTAL CONTRACT DRUG-FREE HOUSING

In consideration of the execution or renewal of a Rental Contract of the dwelling unit identified in the Rental Contract, Owner and Tenant agree as follows:

1. Tenant, any member of the tenants' household, guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]).
2. Tenant, any member of the tenants, household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Tenant or members of the household will not permit the dwelling unit 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. Tenant or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL CONTRACT 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 a material noncompliance with the Rental Contract. It is understood and agreed that a single violation shall be good cause for termination of the Rental Contract. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Contract, the provisions of the addendum shall govern.
8. This Rental Contract Addendum is incorporated into the Rental Contract executed or renewed this day between Owner and Tenant.

Tenant 1	_____	Date: ____/____/____
Tenant 2	_____	Date: ____/____/____
Tenant 3	_____	Date: ____/____/____
Landlord	_____	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.

\_\_\_\_\_  
Landlord

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

\_\_\_\_\_  
Tenant

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

\_\_\_\_\_  
Tenant

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

# ADDENDUM TO RENTAL CONTRACT

## PET AGREEMENT

Date..... \_\_\_\_/\_\_\_\_/\_\_\_\_

Tenant ..... \_\_\_\_\_

Address ..... \_\_\_\_\_

Landlord agrees to waive the pet restrictions of the Rental Contract if the tenant agrees to and maintains the following conditions

Only the pet(s) listed and described below are authorized under this pet agreement.

1. Tenant will not allow Pet(s) to cause: danger, damage, nuisance, noise, health hazard, or soil the apartment/unit, premises, 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).
2. 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.
3. Tenant promises that the pet(s) is house broken. Tenant promises that the pet(s) has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc., and further promises that the pet/pets has no history of viciousness.
4. The tenant agrees to observe the following regulations:

**Dogs and Cats:** Must be controlled at all times. Must be kept on a short lease while in common areas or on the grounds. Barking will not be tolerated in that it is considered to be a nuisance. Proper disposal of cat litter (securely bagged) will be done on a frequent basis. Odors arising from cat litter will not be tolerated.

**Birds:** 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 will be cleaned regularly to prevent foul water and/or odors.

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

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

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

Monthly Pet Fee .....\$ \_\_\_\_\_

Any fee or Deposit above shall not limit the Tenant's obligation

Tenant 1 \_\_\_\_\_

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

Tenant 2 \_\_\_\_\_

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

Tenant 3 \_\_\_\_\_

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

Landlord \_\_\_\_\_

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

# Memorandum of Understanding

*The purpose of this Memorandum of Understanding is to highlight some, but not all of the elements of your Rental Contract. This document shall not alter or amend the Rental Contract.*

## RENT:

\_\_\_\_\_ Rent is due on the first day of each month.  
\_\_\_\_\_ Payments are applied to non-rent items first (i.e. repairs bills, late fees, etc.) then to rent.

## LATE FEES:

\_\_\_\_\_ \$25.00 if rent is received after 4th day of the month.  
\_\_\_\_\_ \$25.00 if rent is received after 9th day of the month.  
\_\_\_\_\_ \$ 2.00 for every day the rent is not paid in full after the 10th day of the month.  
\_\_\_\_\_ Eviction proceedings start on the 5th day of the month if rent is not paid in full.  
\_\_\_\_\_ Service Fee for delivery of 3 Day Notice of Eviction is \$25.00.

## SECURITY DEPOSITS:

\_\_\_\_\_ Security Deposit is forfeited if you vacate in less than 12 calendar months. Strictly Enforced.  
\_\_\_\_\_ 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 take good care of the property including housekeeping, yard service, pest  
control, etc.

## NOTICE TO VACATE:

\_\_\_\_\_ Tenant must give Landlord at least 30 days written notice of intention to vacate premises.  
Otherwise, Tenant agrees to pay the rent for another full month. Strictly Enforced.

## MISC.:

\_\_\_\_\_ Only persons listed on the first page of the Rental Contract are permitted to occupy the unit.  
\_\_\_\_\_ No pets of any kind are permitted without prior written permission of the landlord.  
\_\_\_\_\_ No swimming pools any kind are permitted without prior written permission of the landlord.

Tenant 1	_____	Date: ____/____/____
Tenant 2	_____	Date: ____/____/____
Tenant 3	_____	Date: ____/____/____
Landlord	_____	Date: ____/____/____