

# Compass Property Management Group



2044 Gilmore Street • Jacksonville, FL 32204  
(904) 598-1557

## 1. Section 1

### 1.1 AGREEMENT

This agreement, made this day between <<Owner Name(s)>> hereinafter referred to as the LANDLORD, through its agent and <<Tenants (Financially Responsible)>>, hereinafter referred to as the TENANT and <<Co-Signer(s)>>, as Co-signer, concerning the lease of the following described property:

#### <<Unit Address>>

together with the following appliances <<Appliances Included>> is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD 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).

### 1.2 TERMS OF LEASE

Beginning <<Lease Start Date>> to <<Lease End Date>> If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, and a new beginning date cannot be agreed upon, this lease will be voided without LANDLORD or TENANT being liable for any expenses caused by such delay or termination.

### 1.3 OCCUPANTS

Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained <<Tenants (Financially Responsible)>> <<Other Occupant(s)>> and a reasonable number of guests may occupy the premises without prior written consent if stay is limited to 15 days.

### 1.4 PRORATED RENT

TENANT agrees to pay the sum of ProRated Rent as prorated rent for the period of <<Lease Start Date>> to ProRated End Date. If after signing this lease and receiving the keys, TENANT takes possession by moving any of their possessions onto the premises prior to the lease beginning date, TENANT agrees that this lease is amended to begin on such date and rent will be prorated to this date.

### 1.5 RENT

TENANT agrees to pay the monthly rent amount of <<Monthly Rent>> plus any applicable sales tax as rent on the 1ST day of each month in advance without demand at Compass Property Management Group, LLC, 2044 Gilmore Street, Jacksonville, FL 32204 Phone (904) 598-1557. Rent must be received by LANDLORD or its designated agent on or before the due date. An additional rent charge of \$50.00 plus \$5.00 per day thereafter shall be due if TENANT fails to make rent payments on or before the 5TH day of each month. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to an additional rent charge of 5% of the check amount or \$50.00 whichever is greater. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of additional rent charges for late payments and/or dishonored checks is not a substitution or waiver of available Florida law remedies. If rent is not received by the 1st day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law. An additional rent charge of \$50.00 will be charged for each legal notice posted at the property because of noncompliance with any of the terms of this lease. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Section 2

### 2.1 PAYMENT APPLICATION

---

All payments made shall first be applied to any outstanding balances of any kind including additional rent charges and/or any other charges due under this lease.

### 2.2 ANIMALS

---

TENANT agrees to pay the monthly Pet Rent in the amount of Pet Rent. Plus any applicable sales tax as rent on the 1ST day of each month in advance without demand at Compass Property Management Group, LLC, 2044 Gilmore Street, Jacksonville, FL 32204 Phone (904) 598-1557. Pet Rent must be received by LANDLORD or its designated agent on or before the due date. An additional rent charge of \$50.00 plus \$10.00 per day thereafter shall be due if TENANT fails to make rent payments on or before the 5TH day of each month. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to an additional rent charge of 5% of the check amount or \$75.00 whichever is greater. TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval along with an approved PETSCREENING and a PET ADDENDUM signed by all parties, and additional fee and Pet Rent paid as indicated in the PET ADDENDUM. TENANT will incur a triple pet fee penalty per pet for this violation. TENANT agrees to continue to abide by all items previously agreed upon in PET ADDENDUM including but not limited to pet rent.

TENANT is responsible for the proper disposal of all animal waste. You acknowledge that if the animal violates the rules in this Residential Lease Agreement, the LANDLORD has the right to evict both you from the Property, as well as exercise all other remedies available by law.

TENANT represents and affirms that it has properly licensed the Support or Service Animal if there is any general municipal or governmental licensing requirement for this type of animal and that you have inoculated the animal for rabies and other usual inoculations for this type of animal. TENANT further represents that the Support or Service Animal does not pose a direct threat of harm or danger to any persons and will not cause damage to the Property. TENANT acknowledges that the ownership of or need for the Support or Service Animal does not entitle you to permit the animal to bother, disturb, threaten or harm other persons without cause. When outside of the Property the animal must be supervised and you must retain control of the animal at all times.

LANDLORD will not charge any pet fees, pet rent or a security deposit for Support or Service Animals. However, you will be liable for any damages that the animal may cause to the Property. Specifically in reference to a "service animal" as defined by Fla. Stat. 413.08(1)(d), you will comply with Fla. Stat. 413.08, et al. in its entirety. Therefore, if you misrepresent yourself as qualified to use a service animal, you agree that such conduct constitutes a material violation of the Residential Lease Agreement, Florida law and that we shall have all rights and remedies set forth in the Residential Lease Agreement, including the right to terminate your lease, seek breach of contract damages, eviction, attorney's fees and court costs to the extent allowed by law.

TENANT acknowledges and agrees that all Indemnity, Liability and Hold Harmless provisions set forth in the Residential Lease Agreement shall apply to all damages, injuries or harm resulting from or caused by TENANT'S ANIMAL(S) to any person, animal, real or personal property.

### 2.3 SECURITY DEPOSIT

---

TENANT agrees to pay the LANDLORD the sum of <<Security Deposit Charges>> as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This security deposit may be applied by the LANDLORD for any moneys owed by TENANT under the lease or Florida law, physical damages to the premises, and attorney's fees associated with TENANTS failure to fulfill the terms of the lease. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension), the deposit will be applied to the costs of releasing the rental premises TENANT will still be responsible for unpaid rent, physical damages, future rent due, costs associated with finding a new tenant, attorney's fees, court costs and any other amounts due under the terms of the tenancy or Florida law. The balance will be refundable when all other terms and conditions of this lease are met.

The security deposit (and advance rent, if applicable) will be held in the following manner; Deposited in a separate non-interest bearing account with Seaside National Bank & Trust account #2376101370.

Deposit refunds shall be made by U.S. mail, as provided by law, and made out in names of all TENANTS in one check.

### 2.4 COMMUNICATION

---

All communication between the owner and TENANT will be done in writing through owner's agent. Any other communication between the owner and TENANT is clearly considered an absolute violation of this agreement and will subject TENANT to immediate eviction.

### 2.5 ASSIGNMENTS

---

TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.

## 2.6 APPLICATION

---

If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a material breach of this agreement and LANDLORD may terminate the tenancy.

## 2.7 ALTERATIONS

---

TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

## 2.8 USE OF PREMISES

---

TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. No TRAMPOLINES are allowed on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD.

## 2.9 ASSOCIATIONS

---

Florida law now permits Homeowner/Condominium Associations to seize rents that you may owe if your landlord becomes delinquent in the payment of assessments. You would receive notice of the seizure from the Association.

## 2.10 RISK OF LOSS

---

All TENANTS' personal property shall be at the risk of the TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, failure of any appliance supplied by owner or from the bursting or leaking of water pipes. TENANT is strongly urged to secure Insurance for personal property.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

# 3. Section 3

## 3.1 DEFAULT

---

Failure of TENANT to pay rent or any additional rent when due, or if TENANT should file for bankruptcy during the course of tenancy, or TENANTS violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium rules and regulations or neighborhood deed restrictions or failure of TENANT to comply with any Federal, State and/or County laws, rules and ordinances, or TENANT'S failure to move into the premises or tenants abandonment of the premises, shall constitute a default by TENANT. Upon default, rent due for the remaining term of this lease is accelerated, TENANT shall owe this rent and LANDLORD may begin eviction procedures, after proper notice is given under Florida law. Retaking of possession shall not constitute a recession of this lease nor a surrender of the leasehold estate.

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 manager shall not be liable or responsible for storage or disposition of the tenant's personal property.

## 3.2 UTILITIES

---

The TENANT agrees to pay all charges and deposits for all utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. If the utilities, for which TENANT is responsible, are still in Landlord's name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated and prorate any charges to the TENANTS move in date.

## 3.3 VEHICLES

---

Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all

parking rules established now or in the future by LANDLORD, 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 Landlord's prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements or unauthorized vehicles are subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the TENANT, guest or invitee of TENANT.

### 3.4 MAINTENANCE

TENANT agrees to accept the condition of the premises in 'as is' condition with no warranties or promises expressed or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent after first 15 days of occupancy. TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, DRAIN STOPPAGE, EXTERMINATION/PEST CONTROL INCLUDING RATS, MICE, ROACHES, FLEAS, ANTS, BEDBUGS, ETC. (EXCEPTION OF WOOD DESTROYING ORGANISMS), LAWN/SHRUBBERY, LOCKS/KEYS, SCREENING, SMOKE ALARM(S), WINDOW/DOOR GLASS, AND TRIPPED CIRCUIT/GFI BREAKERS. TENANT understands if refrigerator is included with rental, icemaker is included as a convenience and is not required to be maintained by the LANDLORD. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance needed. There will be a minimum no-show charge of \$85.00 for any appointment made with a vendor for repairs not kept. It is extremely encouraged that carpets are professionally steam cleaned once a year to lengthen the life of carpets and avoid excessive wear and tear which could potentially end up charged to TENANT as damages. **For after-hours emergency maintenance please call 904-567-4738.**

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. Section 4

### 4.1 INSPECTIONS

LANDLORD may at their discretion schedule periodic property inspections. LANDLORD will provide reasonable notice of the date of the inspection by telephone, hand-delivery, mail, email or posting. It is not necessary that the TENANT be present for the inspection, only that the TENANT does not impede the completion of the inspection. If for any reason, the inspector is unable to complete the inspection on the scheduled date, TENANT will be charged a \$75.00 reschedule fee. If any concerns are found upon review of the inspection TENANT will be notified, and given seven days to cure. The LANDLORD will provide reasonable notice of the date of the re-inspection to ensure the concern has been remedied; the TENANT will be charged a \$75.00 re-inspection fee for this inspection.

### 4.2 FREEZE DAMAGES

TENANT shall take reasonable precautions to protect the plumbing in the event of freezing temperatures and be responsible for damages as a result of freezing temperatures; including plumbing repairs necessitated as a result of tenant not taking proper precautions.

### 4.3 SMOKE DETECTORS / ALARMS

TENANT agrees that they shall immediately test the smoke detector and shall maintain same, holding LANDLORD harmless in the event of failure of such devices.

### 4.4 VACATING

Landlord or Tenant will give written move out notice not less than 30 days prior to the end of this lease. At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear accepted. Upon vacating, the main breaker in the electrical panel must be in the OFF position. Failure to comply will result in a \$75.00 fee. Property must be cleaned completely (including appliances/baths, etc.). Additional funds may be withheld for excessive wear and tear on the property or if property is left not clean. In the event all keys are not returned upon move-out, there will be a minimum charge of \$90.00. The tenant agrees to allow the agent to show the property to prospective tenants or purchasers during the final (30) days of tenancy and to allow owner's agent to display a "For Rent" or "For Sale" sign on the property along with placing a lock box on the property.

## 4.5 RETURN OF SECURITY DEPOSIT

Tenant agrees to surrender the Premises in a clean and rentable condition. Return of the security deposit is subject to the following conditions:

1. A written 30-day Notice of Intent to Vacate the Premises has been received by Manager, at least thirty (30) days before the end of next rental period along with payment for the notice period.
2. No late charges, NSF charges, pet charges, rents, repair charges outstanding.
3. All keys returned.
4. No damage to the property beyond normal wear and tear exists, excepting that indicated on the Move in/Move Out condition report.
5. The entire dwelling including oven, range, refrigerator, bathrooms, closets, cupboards are clean.
6. Carpets must be professionally steam cleaned (receipt required)
7. All screens in good repair.
8. All debris, rubbish, and garbage is removed from the property before the move-out inspection.
9. Vacation of the premises by all occupants.
10. Breakers must be turned to the "OFF" position upon leaving the premises. If breakers are left on and we are unable to schedule utilities, a \$75 fee will be assessed to your account.

Any refundable security deposits will be refunded by check made out to ALL original signers of the Rental Agreement in one lump sum payment unless otherwise instructed by personally delivered instructions by the party relinquishing its right to the deposit to do otherwise.

## 4.6 RENEWAL

If LANDLORD consents to TENANT remaining in the premises after the natural expiration of this lease, and/or no new lease is signed, the tenancy may be extended as a month-to-month tenancy at a minimum monthly rental rate of \$75.00 higher than the last offered lease rate for no longer than 90 days. Tenancy may be terminated by TENANT OR LANDLORD giving written notice not less than 15 days prior to the end of any monthly payment period. Termination of the tenancy shall occur on the last day of the month. Notice from TENANT to LANDLORD must be made in writing. All other conditions of this lease shall remain in effect. If LANDLORD does not consent to the tenancy being extended as a month-to-month tenancy and the TENANT does not sign a new lease or provide proper notice and vacate, the tenant will pay a \$100.00 fee per month in addition to the \$75.00 month-to-month fee. Failure to give the above-stated notice by TENANT prior to the end of the lease or any month-to-month period will result in additional liability to the TENANT for the following full monthly rental period. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

# 5. Section 5

## 5.1 RIGHT OF ENTRY

LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. LANDLORD may at their discretion schedule periodic maintenance inspections. If for any reason, the inspector is unable to complete the inspection on the scheduled date a time, TENANT will be charged a \$75.00 reschedule fee. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale or "For Rent" signs on the premises at any time.

## 5.2 CONDEMNATION AND ACTS OF GOD

If for any reason the premises are condemned by any governmental authority, or destroyed through fire, act of god, nature or accident, this lease shall cease and shall terminate as of the date of such condemnation or destruction and TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation or destruction.

## 5.3 WAIVERS

The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given here under shall not operate to forfeit any rights allowed by this lease or by law.

## 5.4 INDEMNIFICATION

---

TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his agents, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations. In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that if the premises are being managed by an agent for the owner of record, TENANT agrees to hold agent, its heirs, employees and assigns harmless and shall look solely to the owner of record of the premises in the event of a legal dispute.

## 5.5 INTEGRATION

---

This lease and exhibits and attachments if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

## 5.6 MODIFICATIONS

---

No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

## 5.7 RADON GAS

---

State law requires the following notice to be given: "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."

## 5.8 MOLD MILDEW

---

Tenant acknowledges that the premises is located in Florida, which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and de-humidification of the premises to retard or prevent the growth of mold and mildew. Tenant agrees to be responsible for proper ventilation and dehumidifying the premises and the contents to retard and prevent mold and mildew and that the Manager/Landlord shall not be responsible for damage from mold or mildew to the premises or the personal property of the Tenants.

By initialing below, you acknowledge and agree to the terms in Section 5.

X \_\_\_\_\_  
Initial Here

# 6. Section 6

## 6.1 ENVIRONMENT

---

It is expressly understood the LANDLORD in no way warrants or represents the quality of the indoor environment of the premises and no claims will be made as to LANDLORD regarding same or regarding consequences of any health claims that may arise as a result of any airborne particulate, including but not limited to molds, mildew, spores and electromagnetic fields, whether natural or man-made.

## 6.2 NON-SMOKING PROPERTY

---

The tenant acknowledges that the premises is a non-smoking residence. Upon move-out inspection, if any smoke odor or damages are present, the tenant will be charged a \$750.00 decontamination fee.

## 6.3 DRUG FREE HOUSING

---

This home is to be a drug free premises. Any drug related evidence or activity will result in the authorities being contacted and possible default and acceleration of the lease.

## 6.4 CREDIT REPORTING

---

We may report rental payment data to credit agencies. After return of premises and use of security deposit, if any fees are still owed, Compass Property Management Group will send TENANTS account to collections. In this event, the fee assessed by the agency (including, but not limited to 35-50% of total collection amount) will be charged to the tenant.

## 6.5 FORECLOSURE

---

Broker, Manager, Agent, Employees and Assigns, hereinafter "Agent" makes no guarantees to Tenant that the premises are not in pre-foreclosure, foreclosure or may be subject to a foreclosure action before or during the tenancy. Agent makes no representations that the Owner is current on his financial obligations regarding the premises. Tenant understands and agrees that in the event a legal action for foreclosure is instituted against the property Owner, Tenants may be subject to vacating the premises prior to the Lease expiration and potentially may lose any deposits made. Tenant understands that the foreclosure process can take a few months to more than one year. Tenant understands that often the foreclosure is stopped, the foreclosure may be dismissed, or the property may sell prior to foreclosure. In the event the property sells prior to foreclosure, Tenant's rights under the Lease are protected, and the new Owner must honor the Lease unless the current Lease has provisions to the contrary. In the event a foreclosure action is filed and pending, Tenant may terminate the rental agreement at any time by giving Agent 30 days' written notice, by certified mail or hand delivery, prior to the end of any given monthly rental period, pay rent up until the end of that month in which vacating shall occur, and the Tenant shall be released from paying any further rent if Tenant vacates the premises as per the notice and owes no past due rent. Tenant shall still be liable for any other terms and conditions of the Lease and/or Florida law but shall owe no further rent.

## 6.6 ABANDONED PROPERTY

---

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

## 6.7 ADDITIONAL STIPULATIONS

---

Additional Stipulations

## 6.8 ADAMS, ROTHSTEIN & SIEGEL, PA.

---

This lease has been reviewed and approved by Adams, Rothstein & Siegel, PA., a Jacksonville, Florida law firm.

By initialing below, you acknowledge and agree to the terms in Section 6.

X \_\_\_\_\_  
Initial Here

# 7. Sign and Accept

## 7.1 AGREEMENT TO LEASE

---

Tenant understands that by signing below they have read and agree to all leasing terms.

X

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed