

Lease Transaction

How to Complete a Lease Transaction from Beginning to End!

- **Contract To Lease**
- **Residential Lease**

MAKING AN OFFER

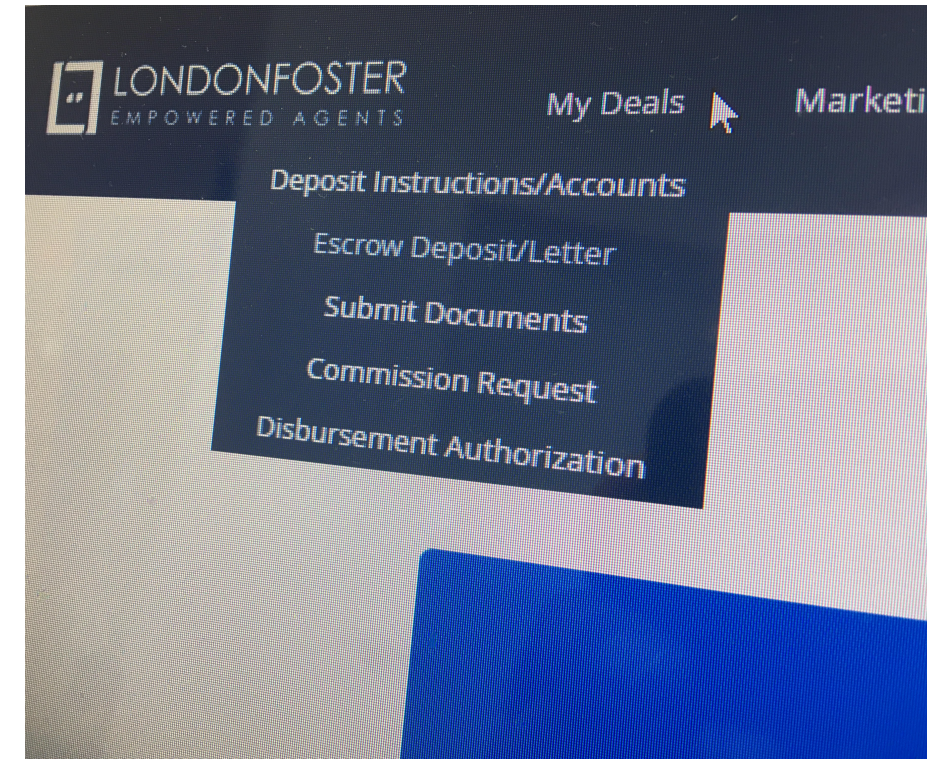
The Contract To Lease

The purpose of the Contract To Lease is 2 Fold

- To make an offer to the Listing Agent/Landlord (Offeree) and work out details prior to the Lease from the Tenant(s) (Offeror)
- To confirm Broker/Agent Commissions

Contract to Lease – (The Offer)

- Contract to Lease (CTL) can be found on Forms Simplicity and also on LondonFoster.net under the Office Manager menu
- While touring the property make note of property contents, appliances, window treatments etc. for the offer
- Prior to filling out the document verify the property address and the owner(s) from the county tax record. and the property contents of the subject property.
- Always obtain the first month's rent for escrow in **cashier's check** or **money orders** only- not cash or personal checks
- Make a photo-copy for your records
- Obtain Photo of Tenant(s) Driver's License or passport(s)
- Deposit the first month rent into London Foster Escrow account at Wells Fargo (see the account number on LondonFoster.net under "My Deals" > "Deposit Instructions" menu)
- Request the escrow letter online from London Foster.net
- Send the escrow letter with the offer



Agent/Office Information		
Office:	LNFS01 /London Foster Realty	Agent Ph: 305-588-9381
Agent:	3212997 /Nanette Davidson Jackson	Agent Fax:
Ofc Addr:	407 Lincoln Road	Ag't Ph 2: 305-588-9381
	Miami Beach, FL 33139	
Board:	A-Miami Association of REALTORS	Agent Email: nanette.realestate@gmail.com
Office Ph:	305-514-0100	Agent License: 3212997
Owner Name:		Own Phone:
Buy Agt Comp: half mo	Trans Brk Comp: half mo	NonRep Cmp: half mo
VAR Dual Rt: No	AVM: Yes	Blogging: No
Addr on Inet: Yes	Contingencies:	Joint Agcy:
Photo Instr: Realtor to Upload Images 1-35		Occupancy: Vacant
List Type: Exclusive Agency		Prev LP:
Show Instr: Call Listing Agent	Stat Change Dt: 05/17/2019	Orig LP: \$1,500
List Date:		Internet: Yes
Expire Date:	DOM: 9	Withdrn Dt:
Pending Dt:	Expt Clse Dt:	
Closing Dt:		
Tntent IIRI:		

Contract to Lease

(This is not a Lease. A Lease should be signed before occupancy.)



1. **Parties:** _____ Seronmar, LLC (Prospective "Landlord")
and _____ Nanette D Jackson (Prospective "Tenant")
agree to execute a lease agreement ("Lease") no later than _____ July 1, 2019 [date] for the property described below. The Lease will include the terms set forth in Paragraphs 3-12 of this Contract to Lease ("Contract") and other mutually agreeable terms. ☒ **Landlord** ☐ **Tenant** (Landlord if left blank) will prepare the Lease.
2. **Deposit:** With the intention of entering into a Lease with **Landlord, Tenant** has paid \$1,500.00 ("Deposit") to _____ London Foster Realty [deposit holder].
Upon execution of a Lease by both parties, the parties authorize the deposit holder to transfer the Deposit according to **Landlord's** instructions, and **Landlord** will credit the Deposit to the money due under Paragraph 5 below.
3. **Property Address:** 1650 NE 115th St #408 Miami FL 33181

The property will be ☒ unfurnished ☐ furnished (attach inventory).
The property will be used for only residential purposes and occupied by only **Tenant** and the following persons:

4. **Lease Term:** The Lease will begin on _____ July 15, 2019 [date] and end on _____ July 14, 2020 [date].
5. **Money Due before Occupancy:** **Tenant** will pay the sum of \$4,800.00 in accordance with this paragraph before occupying the property. **Tenant** will not be entitled to move in or to keys to the property until all money due before occupancy has been paid. If no date is specified below, then funds will be due before occupancy.

First month's rent plus applicable taxes	\$	1,500.00	due	July 1, 2019
Advance rent for month of _____ plus applicable taxes	\$		due	
Last month's rent plus applicable taxes	\$		due	
Security deposit	\$	3,000.00	due	July 15, 2019
Security deposit for Association	\$		due	
Pet deposit	\$	300.00	due	July 15, 2019
Other: _____	\$		due	
Other: _____	\$		due	

The Paragraph 2 Deposit will be credited as follows: **(Check as applicable)**

- ☒ \$1,500.00 to first month's rent ☒ \$3,000.00 to security deposit
☐ \$ _____ to last month's rent ☒ \$300.00 other (specify) pet fee (nonrefundable)

(If left blank, the Deposit will be credited to the first month's rent. Any remaining balance will be credited to the amounts due in the following order: 1) security deposit, 2) last month's rent, and 3) advance rent.)

6. **Rent Payments, Taxes, and Charges:** **Tenant** will pay total rent for the Lease Term of \$18,000.00 (excluding taxes). **Tenant** will also pay total taxes on the rent when applicable in the amount of \$0.00. **Tenant** will pay the rent, including taxes when applicable, as follows: **(Check one)**
☐ in full on _____ [date] in the amount of \$ _____.
☒ monthly, on the 15th day (the 1st day if left blank) of each month in the amount of \$1,500.00.
7. **Pets:** ☐ prohibited ☒ permitted, as described _____
8. **Smoking:** ☒ prohibited ☐ permitted

Prospective Tenant (____) (____) and Prospective Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 3.

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Serial#: 001789-100155-8211577



9. **Utilities:** **Tenant** will pay for all utility services during the Lease Term, connection charges, and deposits for activating existing utility connections to the property except for _____ water, sewer, trash removal and basic cable _____, which **Landlord** agrees to provide at **Landlord's** expense.

10. **Maintenance:** **Landlord** will be responsible for maintenance and repair of the property except for _____ ac filter and _____ light bulbs _____, which **Tenant** agrees to maintain and repair.

11. **Association Approval:** Where applicable, the Lease will be contingent upon condominium/cooperative/homeowners' association ("Association") approval. ☐ **Landlord** ☒ **Tenant** will pay a nonrefundable application fee of \$100.00 _____ and make application for Association approval by _____ July 3, 2019 [date]. If such approval is not obtained before beginning of Lease Term, either party may terminate the Lease by written notice to the other at any time before Association approval; and **Tenant** will receive a return of all Deposits paid. If the Lease is not terminated, rent will abate until Association approval is obtained.

12. **Additional Terms:** (Notice to **Landlord** and **Tenant:** You or your attorney must make any amendments to the Lease form.) _____

13. **Background/Credit/Reference Check:** If **Landlord** determines that **Tenant's** background, credit, or reference check is not acceptable, **Landlord** may terminate this Contract prior to the signing of the Lease by refunding the Deposit to **Tenant**; thereupon, the parties will be released from all obligations under this Contract.

14. **Servicemember Status:** Is the Prospective **Tenant** a servicemember as defined in F.S. 250.01? NO [☐] YES [☐] If yes, Landlord must provide a written approval or denial of **Tenant's** application within seven days after receipt. If **Tenant** is denied, **Landlord** must provide a reason for the denial to the **Tenant**.

15. **Failure to Perform:** If **Tenant** fails to perform any of the promises of this Contract, the Deposit paid by **Tenant** may be retained by or for the account of **Landlord** as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; and the parties will be released from all obligations under this Contract. If **Landlord** fails to perform any of the promises of this Contract, **Tenant** may elect to receive a refund of Deposit paid without waiving any action for damages resulting from **Landlord's** breach.

Prospective Tenant (____) (____) and Prospective Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 3.

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This Contract is not a Lease. Once the parties enter into a Lease, Lease provisions that conflict with provisions of this Contract will control. This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Prospective Tenant _____ Date _____

Prospective Tenant _____ Date _____

Prospective Tenant's Address: _____ 407 Lincoln Rd Suite 10G MIB FL 33139

Telephone and Email: _____ 3055889381 nanette.realestate@gmail.com

Prospective Landlord _____ Date _____

Prospective Landlord _____ Date _____

Prospective Landlord's Address: _____ 1650 NE 115th St #408 Miami FL 33181

Telephone and Email: _____ 3055889381 ronserson@123.com

Prospective Tenant (____) (____) and Prospective Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 3.

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Accepting an Offer

- Sign & Initial the Bottom of Every Page
- Double Check That Any/All Changes Are Initialed by both parties Landlord and Tenant
- Double Check Agent Information, Broker Information, and Commission
- Verify Dates of Lease Start with Property Move In Rules and Restrictions (if Any)
- Verify Date of Last Signature/Initial (Effective Date)

**EFFECTIVE
DATE**

Florida Residential Lease

Leases Can be found on [LondonFoster.net](https://londonfoster.net) or Forms Simplicity

Leases are 19 pages including Tenant/Landlord Rights and Responsibilities. All pages have to be signed or initialed by both parties and if printed need to be single pages, not double sided. Any needed addendum are added and become part of the lease. Remember to Upload the addendum to [LondonFoster.net](https://londonfoster.net) >My Deals to be part of the Lease package

Florida realtor leases may not exceed 1 year per FL statute.

Any leases for more than 1 year legally can be written by attorneys or owners only, not agents.

Parties of a Contract must be 18 years or older to enter into a lease.

Parties must be mentally competent.

Non Lawyer Disclosure-Form Simplicity Should be part of the Lease

- Per Florida Real Estate Law
- Agent is not an attorney
- Agent explained he can only fill-in factual information
- Agent cannot tell me what to write, he/she can only ask me questions in order to fill it in correctly
- I Can Read English

_____ told me that he/she is a nonlawyer and may not give legal
(Name)
advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

_____ told me that he/she may only type the factual information
(Name)
provided by me in writing into the blanks on the form. Except for typing, _____
(Name)
may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, _____ may ask me factual questions to fill in
(Name)
the blanks on the form and may also tell me how to file the form.

Landlord or Tenant:

_____ I can read English.
_____ I cannot read English but this notice was read to me by _____
(Name)
in _____ which I understand.
(Language)

RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL HOUSING (OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME, CONDOMINIUM, OR COOPERATIVE (FOR A TERM NOT TO EXCEED ONE YEAR)

(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

AN ASTERISK (*) OR A BLANK SPACE () INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.

NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

I. TERMS AND PARTIES. This is a lease (the "Lease") for a period of 12 months (the "Lease Term"), beginning

July 15, 2019 and ending July 14, 2020, between
(month, day, year) (month, day, year)
Seronmar, LLC and
(name of owner of the property)
Nanette D Jackson
(name(s) of person(s) to whom the property is leased)

(In the Lease, the owner, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

Landlord's E-mail Address: ronseron@123.com
Landlord's Telephone Number: 3055889381
Tenant's E-mail Address: nanette.realestate@gmail.com
Tenant's Telephone Number: 3055889381

II. PROPERTY RENTED. Landlord leases to Tenant apartment or unit no. 408 in the building located at
1650 NE 115th St known as
(street address)

Cricket Clubhouse, Mia,
(name of apartment or condominium) (city)

Florida 33181, together with the following furniture and appliances:
(zip code)
washer, dryer, refrigerator, dishwasher, stove and microwave

[List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises.")

III. COMMON AREAS. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part.

IV. RENT PAYMENTS AND CHARGES. Tenant shall pay rent for the Premises in installments of \$1,500.00 each on the 15th day of each month [month, week]
(a "Rental Installment Period," as used in the Lease, shall be a month if rent is paid monthly, and a week if rent is paid weekly.) Tenant shall pay with each rent payment all taxes imposed on the rent by taxing authorities. The amount of taxes payable on the beginning date of the Lease is \$0.00 for each installment. The amount of each installment of rent plus taxes ("the Lease Payment"), as of the date the Lease begins, is \$1,500.00. Landlord will notify Tenant if the amount of the tax changes. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash, valid check, or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations.

Tenant () () and Landlord () () acknowledge receipt of a copy of this page, which is Page 1 of 18.



Unless this box ☐ is checked, the Lease Payments must be paid in advance beginning _____.

(date)
If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from

_____ through _____ in the amount of \$ _____ and shall be due
(date) (date)

on _____ (date). (If rent paid monthly, prorate on a 30-day month.)

V. DEPOSITS, ADVANCE RENT, AND LATE CHARGES. In addition to the Lease Payments described above, Tenant shall pay the following: (check only those items that apply)

- ☒ a security deposit of \$ 3,000.00 to be paid upon signing the Lease.
- ☒ advance rent in the amount of \$ 1,500.00 for the Rental Installment Periods of July 15-August 15, to be paid upon signing the Lease.
- ☒ a pet deposit in the amount of \$ 300.00 to be paid upon signing the Lease.
- ☒ a late charge in the amount of \$ 50.00 for each Lease Payment made more than 5 days after the date it is due.
- ☒ a bad check fee in the amount \$ 75.00 (not to exceed \$20.00 or 5% of the Lease Payment, whichever is greater) if Tenant makes any Lease Payment with a bad check. If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order.
- ☐ Other: _____
- ☐ Other: _____

VI. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

A. Landlord shall hold the money in a separate interest-bearing or non-interest-bearing account in a Florida banking institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least 75% of the annualized average interest paid by the bank or 5% per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or

B. Landlord must post a surety bond in the manner allowed by law. If Landlord posts the bond, Landlord shall pay Tenant 5% interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

C. If Landlord rents 5 or more dwelling units, then within 30 days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant in writing of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

VII. NOTICES. Ron Serson is Landlord's Agent. All notices to Landlord and all
(name)
Lease Payments must be sent to Landlord's Agent at Owners bank acct. Info given at walk thru
(address)

unless Landlord gives Tenant written notice of a change. Landlord's Agent may perform inspections on behalf of Landlord, subject to Article XII below. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord or Landlord's Agent.

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

VIII. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant also shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises.

If the Premises are located in a condominium or cooperative development, the Lease and Tenant's rights under it, including as to the common areas, are subject to all terms of the governing documents for the project, including, without limitation, any Declaration of Condominium or proprietary lease, and any restrictions, rules, and regulations now existing or hereafter adopted, amended, or repealed.

Tenant () () and Landlord () () acknowledge receipt of a copy of this page, which is Page 2 of 18.



Unless this box ☐ is checked, Landlord may adopt, modify, or repeal rules and regulations for the use of common areas and conduct on the Premises during the Lease Term. All rules and regulations must be reasonable and in the best interest of the development in which the Premises are located.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than 14 nights in any calendar month (If left blank, 7). Landlord's written approval is required to allow anyone else to occupy the Premises.

Unless this box ☐ is checked or a pet deposit has been paid, Tenant may not keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing.

Unless this box ☐ is checked, no smoking is permitted in the Premises.

Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent.

Tenant shall not create any environmental hazards on or about the Premises.

Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.

Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. However, unless this box ☐ is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal.

Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

IX. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed by the person indicated below:

A. Landlord's Required Maintenance. Landlord will comply with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall maintain and repair the roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keep the plumbing in reasonable working order. If the Premises are located in a condominium, Landlord and Tenant acknowledge that the maintenance of the structural elements and common areas is performed by the condominium association as part of the common area maintenance. Landlord shall assure that the association complies with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall assure that the association maintains and repairs roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keeps the plumbing in reasonable working order. Landlord will be responsible for the maintenance of any items listed above for which the association is not responsible.

B. Elective Maintenance. Fill in each blank space in this section with Landlord or Tenant to show who will take care of the item noted. If a space is left blank, Landlord will be required to take care of that item (or assure that the association takes care of the items if the Premises are located in a condominium).

<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Smoke Detectors
<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs
<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Tenant	Locks and keys
<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Clean and safe condition of outside areas
<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Garbage removal and outside garbage receptacles
<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Running water
<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Hot water
<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Lawn
<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Heat
<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Air conditioning
<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Tenant	Furniture
<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Appliances
<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Fixtures
<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Pool (including filters, machinery, and equipment)
<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Tenant	Heating and air conditioning filters
<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Tenant	Other: <u>light bulbs</u>

Tenant's responsibility, if any, indicated above, shall not include major maintenance or major replacement of equipment.

Landlord shall be responsible for major maintenance or major replacement of equipment, except for equipment for which Tenant has accepted responsibility for major maintenance or major replacement in the previous paragraph.

Major maintenance or major replacement means a repair or replacement that costs more than \$ 200.00.

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 18.

Tenant shall be required to vacate the Premises on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

- C. Tenant's Required Maintenance. At all times during the Lease Term, Tenant shall:
1. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
 2. keep the Premises clean and sanitary;
 3. remove all garbage from the dwelling unit in a clean and sanitary manner;
 4. keep all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; and
 5. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators.

X. UTILITIES. Tenant shall pay all charges for hook-up, connection, and deposit for providing all utilities and utility services to the Premises during the Lease Term except water, sewer, trash removal, which Landlord agrees to provide at Landlord's expense. (Specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc.).

XI. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

XII. LANDLORD'S ACCESS TO PREMISES. Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
1. with Tenant's consent;
 2. in case of emergency;
 3. when Tenant unreasonably withholds consent; or
 4. if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

XIII. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

XIV. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

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

XVI. ASSIGNMENT AND SUBLEASING. Unless this box ☐ is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining Landlord's written approval and consent to the assignment or sublease.

XVII. RISK OF LOSS. Subject to the next sentence, Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if such damage, theft, or loss is caused by Tenant, Tenant's family, agents, employees, guests, or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct.

XVIII. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

XIX. LIENS. The interest of the Landlord shall not be subject to liens for improvements by the Tenant as provided in Section 713.10, Florida Statutes. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 18.

XX. APPROVAL CONTINGENCY. If applicable, the Lease is conditioned upon approval of Tenant by the association that governs the Premises. Any application fee required by an association shall be paid by ☐ Landlord ☐ Tenant. If such approval is not obtained prior to commencement of Lease Term, either party may terminate the Lease by written notice to the other given at any time prior to approval by the association, and if the Lease is terminated, Tenant shall receive return of deposits specified in Article V, if made. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. ☐ Landlord ☐ Tenant shall pay the security deposit required by the association, if applicable.

XXI. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but in no event may the total Lease Term exceed one year. A new lease is required for each year.

XXII. LEAD-BASED PAINT. ☐ Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant)

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 (initial)

_____ (a) Presence of lead-based paint 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. 4852d 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 provided by the signatory is true and accurate.

_____ Lessor's signature	_____ Date	_____ Lessor's signature	_____ Date
_____ Lessee's signature	_____ Date	_____ Lessee's signature	_____ Date
_____ Agent's signature	_____ Date	_____ Agent's signature	_____ Date

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 18.

XXIII. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover its reasonable court costs, including attorneys' fees, from the non-prevailing party.

XXIV. MISCELLANEOUS.

- A. Time is of the essence of the performance of each party's obligations under the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- F. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.
- G. Landlord and Tenant will use good faith in performing their obligations under the Lease.
- H. As required by law, Landlord makes the following disclosure: "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 and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

XXV. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX ☐ FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

The Lease has been executed by the parties on the dates indicated below.

_____ Landlord's Signature	_____ Date
_____ Landlord's Signature	_____ Date
_____ Tenant's Signature	_____ Date
_____ Tenant's Signature	_____ Date

This form was completed with the assistance of:

Name of Individual:	_____ Nanette Jackson
Name of Business:	_____ London Foster Reality
Address:	_____ 407 Lincoln Rd Suite 10G MIB FL 33139
Telephone Number:	_____ 3055889381

Copy of Current Version of Florida Residential Landlord and Tenant Act, Part II, Chapter 83, Florida Statutes to Be Attached

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 18.

Early Termination Fee/Liquidated Damages Addendum

[☒] I agree, as provided in the rental agreement, to pay \$ 3,000.00 (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

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

Landlord's Signature

Date

Landlord's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 18.

Tenant and Landlord Rights- Pages 8-18

- Tenant/Landlord Rights pages do not have any spaces to be filled and cannot be edited out or changed in any manner. **They are not optional to the lease.**

They are state law and explain the details of both Tenant and Landlord Right and Responsibilities. Ensure they are part of every lease and are initialed by all parties.

HOA & Management Office

- The Listing Agent Should Provide the Tenant Agent and Prospective Tenant with HOA Management company contact for the application, interview, etc.
- Provide the HOA or Condo Association with the Executed Lease (They do not need the CTL)
- The Tenant Must Provide HOA or Condo Association a Money Order or Cashier's Check for Application Process as per lease timeline
- Follow up with HOA/Management office for Tenant approval letter
- Upload Tenant Approval letter to LondonFoster.net>My Deals.

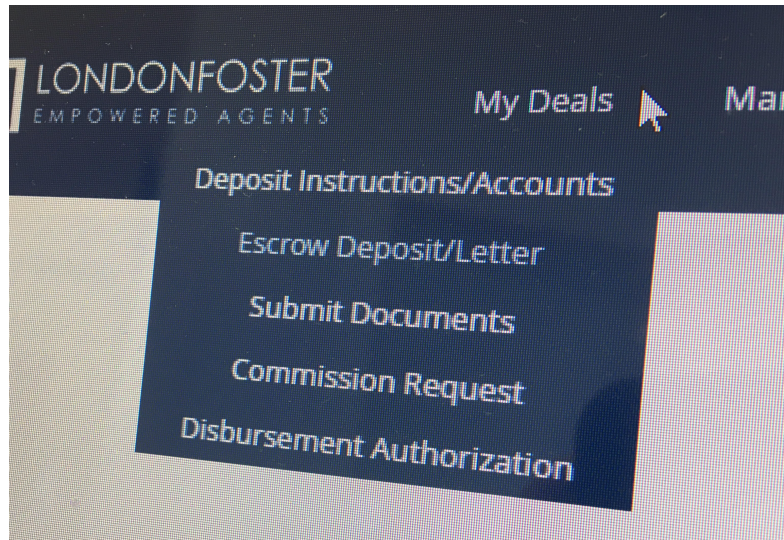
You are almost there...

- **Four** (4) Days Prior to Tenant Move-In **YOU** must request that escrow checks be written and sent to you to take to the walk-through.
- Checks **Cannot** Be Dispersed, Deposited or Cashed Prior to the walk-through
- **Verify** Date and Time One day Prior with **Agent** and **Tenant**
- Remind Agent/Tenant to bring last month/security checks (cashier's checks or money orders) made to Landlord to the walk-through.
- Listing agent must receive Tenant security deposit and last month rent (if applicable) at walk-through prior to handing over keys fobs, etc.
- If Owner wishes for future rents to be deposited monthly directly to their bank account, provide bank account info at walk-through.
- Remind Agent/Tenant to contact utility company to transfer utilities to Tenant day of walk through
- Exchange Checks, Keys, Fobs, Etc.

London Foster Commission Request

Agent Must Do the Following:

- Go to www.londonfoster.net
- My Deals
- Commission Request



Provide The Following Information:

- Type of Transaction – Sale or Rental
- Did you Use Title Now?
- Is London Foster Holding and Escrow? How Much? Escrow Date?
- How did London Foster received commission?
- How Do You Prefer to Be Paid
- Contract Amount
- Closing Date
- Who Did You Represent? Buyer, Seller, Both
- Buyer & Seller Name, Property Address
- London Foster Total Commission
- London Foster Brokerage Fee
- Realtor Commission
- Upload Necessary Documents
- Does London Foster Have To Pay a Co-Op Broker and/or Landlord?
- Co-Op Broker and/or Landlord Information

Doing a Walk-Through

- Print Out Form from www.londonfoster.net
- Coordinate Date & Time
Usually Right Before Walk-Through
- Provide Photos/Video of Any Items of Concern
- Sign & Initial Documents
- Email Executed Form to the Following:

Landlord & Tenant
Agent

Upload to LondonFoster.net documents



Addendum to Lease Walkthrough Inspection

Date of Delivery to tenant: _____ Date of Delivery to Landlord: _____

Property : _____

Tenant and Landlord agree that the following items were delivered to Tenant in clean and good working condition. Tenant will return property to Landlord clean and all items in good working condition. **It is the responsibility of the Tenant to change the air conditioning filter 1 per month and to change Vent-A-Hood filter as needed.** If air conditioning coils become dirty or air conditioning brakes due to lack of changing the air conditioning filters, Tenant will be responsible for the full cost of repair and cleaning of the Air conditioning unit, including parts and labor.

Tenant has a 30 day grace period to report any defects or items not properly working in the property. After such date, tenant will be responsible for the first \$_____ of major maintenance costs, as per section IX paragraph B of lease agreement.

KITCHEN & LIVING ROOM

	Clean In	Clean Out		Clean In	Clean Out
Sinks / Counter Tops	_____	_____	Trashed Removed	_____	_____
Cabinets	_____	_____	Walls clean	_____	_____
Dishwasher	_____	_____	Windows	_____	_____
Dishwasher Silverware Basket	_____	_____	Window shades clean	_____	_____
Refrigerator/Freezer	_____	_____	Tile Floors Clean	_____	_____
Refrigerator Shelves	_____	_____	Air conditioning filter clean	_____	_____
Vent-A-Hood	_____	_____	Air conditioning ducts clean	_____	_____
Stove Top	_____	_____	Air conditioning coils clean	_____	_____
Broiler Pan	_____	_____	Light Bulbs Complete	_____	_____
Oven	_____	_____	Light fixtures clean	_____	_____
Oven Racks	_____	_____	Doors Interior clean	_____	_____
Crisper Covers	_____	_____	Doors Exterior clean	_____	_____

MASTER

	Clean In	Clean Out
Toilet	_____	_____
Sinks/Countertops	_____	_____
Cabinets	_____	_____
Shower	_____	_____
Bath Mirror	_____	_____
Balcony sliding doors	_____	_____
Light Fixtures	_____	_____
Light Bulbs Complete	_____	_____
Tile Floors	_____	_____

BATHROOMS

	Clean In	Clean Out
Toilet	_____	_____
Sinks/Countertops	_____	_____
Cabinets	_____	_____
Tub	_____	_____
Bath Mirror	_____	_____
Balcony sliding doors	_____	_____
Light Fixtures	_____	_____
Light Bulbs Complete	_____	_____
Tile Floors	_____	_____

Resident Tenant: _____ Date _____ Landlord: _____ Date _____



Thank you!

Questions?