

## FLORIDA LEASE AGREEMENT

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This Lease Agreement (this "Agreement") is made as of this 01 day of June, 2017, by and between ANNA KYLE ("Landlord") and NICOLE CHANG ("Tenant"). Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

**1. Premises.** The premises leased is a condominium located at 5182 Willow Street, Orlando, FL 24142 (the "Premises"). Parking is not included with the Premises. The Premises is fully furnished.

**2. Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

**3. Term.** This Agreement will be for a term beginning on June 01, 2017 and ending on August 31, 2017 (the "Term").

**4. Rent.** Tenant will pay Landlord a monthly rent of \$800.00 for the Term. Rent will be payable in advance and due on the 7th day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: personal check, cash, credit card, and will be payable in U.S. Dollars.

**5. Additional Rent.** There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

**6. Utilities.** Tenant is responsible for payment of all utility and other services for the Premises.

**7. Security Deposit.** Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$400.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within thirty (30) days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will not bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

**8. Landlord's Failure to Give Possession.** In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant.

**9. Holdover Tenancy.** Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any

circumstances. If it becomes necessary to commence legal action to remove Tenant from the Premises, the prevailing Party will be entitled to attorney's fees and costs in addition to damages.

**10. Use of Premises.** The Premises will be occupied only by Tenant and Tenant's immediate family and used only for residential purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees.

**11. Condition of the Premises.** Tenant has examined the Premises, including the appliances, fixtures and furnishings, and acknowledges that they are in good condition and repair, normal wear and tear excepted and accepts them in its current condition.

**12. Maintenance and Repairs.** Tenant will maintain the Premises, including the grounds and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. Tenant will not remove Landlord's appliances, fixtures, or furnishings from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement.

**13. Reasonable Accommodations.** Landlord agrees to comply with all applicable laws providing equal housing opportunities, including making reasonable accommodations for known physical or mental limitations of qualified individuals with a disability, unless undue hardship would result. Tenant is responsible for making Landlord aware of any such required accommodations that are reasonable and will not impose an undue hardship. If Tenant discloses a disability and requests an accommodation, Landlord has the right to have a qualified healthcare provider verify the disability if the disability is not readily apparent, and Landlord has the right to use the qualified healthcare provider verifying the disability as a resource for providing the reasonable accommodation.

**14. Sex Offender Registry.** Pursuant to law, information about specified registered sex offenders is made available to the public. Tenant understands and agrees that Tenant is solely responsible for obtaining any and all information contained in the state or national sex offender registry for the area surrounding the Premises, which can be obtained online or from the local sheriff's department or other appropriate law enforcement officials. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

**15. Compliance.** Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.

**16. Mechanics' Lien.** Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf do not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant.

**17. Subordination.** With respect to the Premises, this Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord.

**18. Alterations.** Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys.

**19. Smoking.** Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and any visitor, guest or other occupant on the Premises.

**20. Pets.** Tenant is not allowed to have or keep any pets, even temporarily, on any part of the Premises. The unauthorized presence of any pet will subject Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant will be responsible for the costs of de-fleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Landlord).

**21. Fire and Casualty.** If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.

**22. Liability.** Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

**23. Mold Notification and Release.** Tenant has fully inspected the Premises prior to taking occupancy of same and warrants that no mold or mildew is present in the Premises. Tenant understands that mold and mildew is common in Florida and may occur in the Premises. Landlord shall have no obligation or requirement to inspect for mold or mildew in the Premises during the Term. Tenant agrees to regularly inspect and treat the Premises for mold and mildew occurrences and shall be responsible for any and all maintenance that may be necessary to prevent the occurrence of and the eradication of mold and mildew, if mold and/or mildew occur in the Premises. Tenant warrants to Landlord that Tenant is not allergic to mold and mildew. Tenant agrees to inform Landlord immediately in the event of water leakage or moisture accumulation or buildup in any area of the premises which might cause mold or mildew. This requirement shall not be construed to mean that Landlord shall be obligated to take any action to rid the Premises of mold or mildew. In consideration of this Agreement, Tenant agrees to hold Landlord harmless from any damages or injuries caused to Tenant or Tenant's guests because of the presence of mold or mildew in the Premises and further releases, acquits, satisfies and forever discharges Landlord from any and all causes of action, suits, debts, damages, judgments executions, claims and demands whatsoever, in law or in equity, which Tenant or Tenant's guests, now or in the future may have upon or by reason of any matter, cause or thing and specifically for damages, injuries or losses occasioned by mold or mildew being present in the Premises.

**24. Assignment and Subletting.** Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises.

**25. Insurance Requirements.** Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant's obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement.

**26. Right of Entry.** Landlord or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alternations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time.

**27. Surrender.** Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted.

**28. Default.** In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a fourteen (14) day written notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a ten (10) day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement.

**29. Remedies.** If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity.

**30. Subordination.** This Agreement and Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, ground lease and/or any other similar instrument of encumbrance covering any or all of the Premises, if any, and each renewal, modification, consolidation, replacement or extension thereof.

**31. Condemnation.** If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date possession of the Premises is taken by the condemning authority, and all rent under this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement.

**32. Hazardous Materials.** Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**33. Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party):

8421 Halfway Lane  
Orlando, FL 52533

Notices shall be sent to the Tenant at the following address:  
9102 Merryweather Road  
Orlando, FL 25232

**34. Quiet Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.

**35. No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

**36. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

**37. Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

**38. Governing Law.** The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions.

**39. Disputes.** Any dispute arising from this Agreement shall be resolved in the courts of the State of Florida.

**40. Attorneys' Fees.** If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

**41. Amendments.** This Agreement may be amended or modified only by a written agreement signed by the Parties.

**42. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

**43. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

**44. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
**Landlord** Signature

Anna Kyle  
\_\_\_\_\_  
**Landlord** Full Name

\_\_\_\_\_  
**Tenant** Signature

Nicole Chang  
\_\_\_\_\_  
**Tenant** Full Name

## Florida Security Deposit Disclosure

Landlord: Anna Kyle

Tenant(s): Nicole Chang

Address of Leased Premises: 5182 Willow Street, Orlando, FL 24142

It is hereby acknowledged by the parties that the security deposit is being held by Landlord (check one selection):

\_\_\_\_\_ In a separate non-interest bearing account in a Florida Bank for the benefit of Tenant (cannot be commingled with Landlord's funds)

\_\_\_\_\_ Held in a separate interest bearing account in a Florida Bank for the benefit of Tenant in which case Tenant is entitled to 75% of annualized average interest earned or 5% simple interest, whichever Landlord chooses (cannot be commingled with Landlord's funds)

Name of bank: \_\_\_\_\_

Address of bank: \_\_\_\_\_

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND. YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC, PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

Acknowledgment by parties of above information:

_____	Anna Kyle	_____
Signature of <b>Landlord</b>	Name of <b>Landlord</b>	Date

\_\_\_\_\_  
**Tenant Signature**

Nicole Chang  
\_\_\_\_\_  
**Tenant Name**

\_\_\_\_\_  
Date



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## GENERAL INSTRUCTIONS

### WHAT IS A RENTAL OR LEASE AGREEMENT?

This is a legal document entered into by both a landlord and a tenant before the rental or lease begins. The landlord rents or leases the property to the tenant in exchange for rent paid to the landlord. In a rental agreement, the length of the rental period is generally month-to-month and is shorter in duration than a lease agreement.

In a lease agreement, the length of the lease period varies but is generally 12 months or so and longer in duration than a rental agreement. The agreement formally lays out the terms and conditions of the rental or lease and describes the rights and responsibilities of both parties in relation to the rental or lease of the property. The document protects both the landlord and the tenant and both parties should keep a signed copy of the agreement, which can be referred back to in case of any issues or disputes relating to the property.

### WHAT IS TYPICALLY INCLUDED?

Your document should clearly set out all of the terms and conditions associated with the rental or lease of the property. Rental and lease agreements typically include the following:

- Details of both the landlord and the tenant.
- Location of the residential property and description of any items that are included or excluded from the rental or lease.
- Length of the rental or lease period.
- Amount, frequency and the method of payment of the rent.
- Procedures on collection and late charges, if any, if the rent is not paid on time.
- Details of any security deposit that the tenant must pay to the landlord.
- Insurance requirements for either the landlord or tenant.
- Details about additional charges which the tenant may be responsible for during or after the end of the tenancy
- Details about who is responsible for payment of utilities (e.g. electricity, gas and water).

- Details regarding the property in the event of a fire or other disaster.
- Large Details on the landlord's right of entry and access to the property.
- Maintenance and repairs of the property.

Depending on the discussions between the landlord and the tenant, other items may be included in the agreement, such as specific rules and regulations regarding guests, pets or smoking or procedures for renewal. While a landlord may want to use a standard agreement with a new tenant, if the tenant and landlord have verbally agreed upon certain items prior to the rental or lease, the tenant should ask for these additional provisions to be included in the agreement.

### WHAT CAN A RENTAL OR LEASE AGREEMENT BE USED FOR?

These agreements can be used to formalize the rental or lease terms for most types of residential property to a tenant, including, houses, house boats, duplexes, lofts, apartments, rooms in larger properties, townhouses, studios, basement suites, or other such living spaces.

### WHEN SHOULD A RENTAL OR LEASE AGREEMENT BE USED?

An agreement should be used every time a residential property is rented or leased to a tenant. A residential rental or lease agreement should not be used when a property is rented or leased for commercial purposes and/or the property is to be used only for commercial purposes. The agreement should be created and signed before a tenant has moved into a residential property.

### ALTERNATE NAMES

A rental or lease agreement may also be known as:

- Tenancy Agreement
- Rental or Lease Contract
- Rental or Lease Form