FLORIDA DWELLING LEASE

Dwelling Address:		Initial Lease Term (see paragraph 3) Beginning: Ending:

Monthly Rent	Prorated Rent Due:	Security Deposit	Last Month's Rent	Pet Fee	Prepared by:
$	$0-	$	$0-	$0-	Pamela Estrada

Residents Name(s):	Full Name(s) of Child(ren):	Date(s) of Birth:

Additional Agreement(s):

Please report any maintenance issues or repairs to the maintenance department immediately.

Below is the contact information for our maintenance department.

REPAIR AND MAINTENANCE:

Emergency: 786-465-7999 Non-Emergency: 786-408-2268

This is is a lease between the above named Resident(s) and the below named Owner(s) for the dwelling described above. It (and any contemporaneously executed additional agreements) is the entire agreement between Resident(s) and Owner and may be modified only in writing. As used in this lease "you" means the Resident(s) whose name(s) appear above. If there is more than one Resident, you are jointly and severally liable for any liability to us. "We," "our," or "us" means the Owner(s). Unless we notify you differently in writing, all rent payments and any notices from you to us must be delivered to our agent. Our agent manages the property for us and has authority to enter into this lease for us, collect rent, issue and deliver notices to you, and accept notices from you to us, but has no interest in this lease except as our agent. **YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ALL OF THE PROVISIONS OF THIS LEASE. BY SIGNING THIS RENTAL AGREEMENT, YOU AGREE 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.**

Resident Signature(s)

_____ _____
Date

_____ _____
Date

_____ _____
Date

_____ _____
Date

Owner name:

Managing Agent:

Bahia Property Management
2002 N Lois Ave Suite 595 Tampa, Fl 33607
813-879-6800

Agent Signature: _____ _____
Date

Witnesses: _____

Lease form provided by attorney John E. McMillan, www.johnemcmillan.com
It complies with the requirements of Florida law effective January 2014

1. SECURITY DEPOSIT:
A. Your security deposit will be held as indicated:
(1)_____Deposited in a separate: ____ interest bearing __**X**__ non-interest bearing account with: Bank of America 100 N West Shore Blvd Tampa, Fl 33607. You will receive 75 percent of any interest paid on your deposit but not more than 5 percent per year. **OR**
(2)___ Commingled with our other funds. You will receive interest on your deposit at the rate of 5 percent per year.
B. Your security deposit is security for your full performance of this lease & may not be applied by you to any money that you owe to us.
C. Florida statute 83.49(2) requires that we provide you the following disclosure:
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.
2. RENT: You agree to pay the monthly rent indicated above at our agent's office: **2002 N. Lois Ave Suite 595. Tampa, FL 33607** (or any other place that we may inform you in writing) on or before the 1st day of each month without deduction or set off. If prorated rent is indicated, it is the amount due for the partial first month of this lease. Time is of the essence. Rent payments must be made by one check or money order even if there is more than one resident. Payment may not be made by third party checks or in cash. **Payment after the 1st day of the month must include a late charge of 10%, as additional rent.** If rent is not received by the 1st day of each month, we may serve you with a Three Day Notice on the next day or any day thereafter as allowed by law, and we have the right to demand that late payments will only be in the form of a money order or a certified check. We reserve the right to refuse payment after expiration of our demand for rent or possession as provided for in the Florida Statutes If your check is dishonored, you must pay us a service charge of $50.00 plus any other charges provided by law and plus any accrued late charges. If one of your checks is dishonored, you may be required to pay future rent by certified funds. We are not required to redeposit a dishonored check. You must pay any taxes due on your payments. Any payment due under this lease is rent. We may apply any payment to any outstanding balance regardless of any notation on or with the payment.
3. USE: The dwelling may be used only as a single family dwelling for the persons named above. You may not make alterations or additions, or install or maintain in the dwelling, or any part of the premises, any fixtures or large appliances without our written consent. Any alterations, additions, or fixtures that are made or installed will remain a part of the dwelling unless we specifically agree otherwise. Locks may not be altered or changed. No adhesives, screws, hooks, nails or similar things may be driven into or applied to the walls or other surfaces except small nails may be used for hanging wall decorations. You are responsible for the cost of any repairs. No water filled furniture is permitted.
4. RENEWAL: This lease will continue for one year after the Initial Lease Term unless either you or we give the other **at least 30 days' written notice** of termination before the end of the initial term. During the continuation term, either you or we may terminate the lease at the end of a calendar month by giving the other not less than 60 days written notice. We may increase the rent at the end of the initial term or during the continuation term by giving you not less than 60 days notice before the beginning of a calendar month.
5. UTILITIES: You must pay for and have water, sewer, trash collection, and electricity service for your dwelling before occupying. You may not occupy your dwelling without water and electricity service except during brief interruptions beyond your control.
6. OCCUPANCY: Only those persons whose names appear on this lease may occupy the dwelling without our prior written consent except guests for no more than 7 consecutive or 14 total days. The dwelling may be used solely for private housing. You may not assign this lease or sublet any portion of your dwelling. If you will be absent for more than 14 days, you must notify us in writing.
7. PETS: No pets may enter or be kept in your dwelling or on the premises without our written consent.
8. SMOKING: Smoking is not permitted inside the premises by tenant, guests or invites. Tenant understands that smoking inside the premises shall be considered a material default under this lease.
9. CRIMINAL ACTIVITY: If you or your invitee engages in criminal activity on the premises or near enough to adversely affect it or neighbors, such activity will be a default for which this lease may be immediately terminated.
10. REMEDIES: You and we have all remedies provided by law. If you vacate before the end of your lease (even if due to eviction) you must still pay rent for the entire lease less any net rent which we receive from re-renting your apartment. We have no duty to re-rent. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable collection costs including attorney fees from the non-prevailing party.

Resident initials: _____ _____ _____ _____

11. NOTICES: Any notices from us to you will be deemed delivered when mailed to you at your dwelling by first class mail; or personally handed to you or anyone in your dwelling; or left at your dwelling in your absence. Delivery of one copy of a notice is sufficient for all residents. Any notice from you to us will be deemed delivered when received at our office, by certified mail, return receipt requested, or personally delivered to us.

12. RIGHT TO ENTER: You consent to our agent (or us) entering your dwelling during reasonable hours for inspections, maintenance and repairs, pest control, delivering notices, and other purposes provided by law.

13. REPAIR AND MAINTENANCE: You acknowledge that you have inspected the dwelling and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You must maintain your dwelling in a clean and sanitary condition including prompt removal of trash and garbage. We will maintain air conditioning and heating equipment; plumbing fixtures and facilities; electrical systems; and appliances provided by us. You are responsible for all minor repairs $75.00 or less after accepting the property. **Any repairs over $75.00 are the total responsibility of the owner, unless caused by tenant negligence, in which case you will be responsible for 100% of repair cost. No vehicle maintenance or repairs or similar activities may be performed on the premises. You must immediately notify us in writing of any needed maintenance or repair**. **You must inspect your smoke detector at least once a month to determine if it is working properly and notify us of any deficiency. You must change the air conditioning and heating filter monthly, or more often if required.**

14. MOLD: You must take steps to limit the growth of mold in your dwelling. This includes operating your heating and air conditioning system as appropriate to reduce humidity, using appropriate ventilation, limiting evaporation of water, promptly removing any visible mold, and immediately reporting to us any leaks or other water intrusion into your dwelling or any visible mold that you cannot remove.

15. PEST CONTROL: You must provide for the extermination of rats, mice, roaches, ants, bedbugs, and other vermin.

16. ALTERATION: You may not make alterations or additions, nor install or maintain in the dwelling, or any part of the premises, any fixtures, large appliances, or water filled furniture without our written consent. Any alterations, additions, or fixtures, which are made or installed, will remain a part of the dwelling unless we specifically agree otherwise. No adhesives, screws, hooks, nails, or similar things may be may be driven into or applied to walls or other surfaces except that small nails may be used for hanging wall decorations. You are responsible for the cost of repairing any holes. No water-filled furniture is permitted.

17. LIABILITY: We will not be liable for any damages, loss, or injury to persons or property occurring within your dwelling or upon the premises. You are responsible for obtaining your own casualty and liability insurance. With respect to your family or invitees, you agree to hold us harmless and indemnify us from liability. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

18. DAMAGE: If we determine that your dwelling should not be occupied because of damage or risk to property, health, or safety, we may, at our option, terminate this lease. If it cannot be occupied due to the fault of you, your family, or invitee, you will be liable for any monetary loss to us including rent. Nothing may be used or kept in or about your dwelling that would increase our insurance cost, be a violation of law, or otherwise be a hazard.

19. WAIVERS: Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights or an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our rights to other remedies. Your rights under this lease are subordinate to any present or future mortgages on the premises. We may assign our interest in this lease. You and we waive any right to a jury trial concerning the litigation of any matters arising between us.

20. POSSESSION: If the dwelling is not ready for your occupancy on the beginning date of this lease, the beginning date may be extended up to 30 days or the lease may be voided at our option. We shall not be liable for any loss caused by such delay or termination.

21. APPLICATION: If any information given by you in your application is false or not complete, we may, at our option, terminate this lease. You must notify us promptly in writing of any changes in the information provided to us in your application.

22. 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. Florida Statute section 404.056(5) requires that you be provided the preceding notice.

23. CREDIT REPORTS: We have the right to obtain credit and any other reports on you that we may deem appropriate until all of your obligations under this lease are fulfilled. Upon your written request, we will inform you of the name and address of each agency from which a credit report is obtained. We have the right to report to others our credit and other experience with you.

24. PARKING: We may restrict the number and type of vehicles that may be parked on the property. All vehicles must be in good operating condition; be in compliance with all requirements to operate on public streets including insurance; and not be unsightly (within our sole discretion). Vehicles may not be parked on grass or other places not intended for vehicle parking. Vehicles in violation of the foregoing may be removed without notice at the owner's or your expense. We are not liable for any claim arising as a result of removal. It is your responsibility to advise your invitees of these requirements and to determine that they have complied. You agree to indemnify and hold us harmless for any claims by your invitees for the removal of their property for violation of these requirements and to pay immediately as additional rent any amount due pursuant to such claim.

25. LAWN AND POOL: You must maintain the lawn and other vegetation in as good or better condition as at the beginning of the lease, including watering, mowing, trimming, and fertilizing as required. You may not make any alterations. If there is a pool, you must maintain it in good condition and in compliance with all laws and ordinances.

26. LAWS, ORDINANCES, AND RULES: You must comply with all laws, ordinances, rules, regulations, etc. (such as but not limited to homeowner association) that apply to the dwelling.

Lease form provided by attorney John E. McMillan, www.johnemcmillan.com
It complies with the requirements of Florida law effective January 2014

Resident initials: _____ _____ _____ _____

27. SECURITY: We do not provide and have no duty to provide security services to protect you, others, or property. You must look solely to the public police for such protection. We will not be liable for failure to provide security services or devices or for the criminal or wrongful acts of others.
28. VACATING: At the expiration of this agreement or any extension, Tenant shall peaceably surrender the premises and turn in all keys and any other property owner by Landlord leaving premises in good, clean condition, ordinary wear and tear expected. Tenant agrees to have the carpeting cleaned professionally upon move out or will incur a minimum carpet cleaning charge to be deducted from the security deposit in the amount of Market rate. In addition to any cleaning charges or any other charges due under the terms of this lease. Tenant agrees to a mandatory minimum unit cleaning charge to be deducted from the security deposit in the amount of market rate.
29. **Lead Warning Statement:**

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement- *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead based paint hazards in the dwelling. Tenants 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 one below):

[ ] Lead-based paint and/or lead-based painting hazards are present in the housing (explain).

_____

[X] 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 one below):

[ ] 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).

_____

[X] Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (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 Acknowledgement** _____

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

[ ] (f) Property was built after 1978 no lead base paint hazard disclosure needed.

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.

Resident initials: _____ _____ _____ _____