

# RESIDENTIAL LEASE MANAGED BY RENT WORKS LLC

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between \_\_\_\_\_ hereinafter referred to as the LANDLORD, through it's agent Rent Works LLC and \_\_\_\_\_, hereinafter referred to as the TENANT, concerning the lease of the following described property: \_\_\_\_\_ 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).

**TERM OF LEASE:** \_\_\_\_\_. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination.

**OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: \_\_\_\_\_, a reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

**ADVANCE RENT:** TENANT agrees to pay the sum of \$0.00 as advance rent representing payment for the last month of the lease term or any renewal.

**PRORATED RENT:** TENANT agrees to pay the sum of \_\_\_\_\_ as prorated rent for the period \_\_\_\_\_.

**RENT:** TENANT agrees to pay the monthly rent amount of \_\_\_\_\_ plus any applicable sales tax as rent on the 1<sup>st</sup> day of each month in advance without demand at Rent Works LLC. 3819 Avalon Park Blvd E, Orlando, FL 32828. Phone Number 407.706.1080. Emergency number 407.706.1080. Rent must be received by LANDLORD or its designated agent on or before the due date. A late fee of 5% plus \$10.00 per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 4<sup>th</sup> day of each month. Cash payments are not accepted. If TENANTS check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to the greater of 5% of the check amount or a \$40 charge as additional rent. 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 late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received on the 1<sup>st</sup> day of the each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. **LANDLORD WILL CHARGE TENANT A \$20.00 FEE FOR POSTING OF ANY AND ALL NOTICES.** All signatures to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to Rent Works LLC by certified mail.

**SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of \_\_\_\_\_, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease of Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. 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 sate (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amount due under the terms of the tenancy of Florida law. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non interest bearing amount with BB & T BANK, 3055 N ALAFAYA TRL., OVIEDO, FL 32765. Florida statutory law 83.49(3) provides:

- a. Upon vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the Landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT last known mailing address of his intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form. This is a notice of my intention to impose a claim for damages in the amount of \_ upon your security deposit, due to \_\_. It is sent to you as required by s.83.49(3) Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to Rent Works LLC (agent for Landlord). If the LANDLORD fails to give the required notice within the 30 day period, he forfeits his right to impose a claim upon the security deposit.

Initials: \_\_\_\_\_

- b. Unless the TENANT objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the LANDLORD may then deduct the amount of this claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages.
- c. If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.
- d. Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, Security Deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

**APPLICATION:** If TENANT has filled out a rental application, either online with Rent Works LLC or in the office, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy.

**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.

**ATTORNEY'S FEES:** If LANDLORD employs an attorney due to TENANT'S violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. LANDLORD and TENANT waives the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

**CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD AND TERMINATION:** If for any reason the property is condemned by any government authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or if it becomes necessary, in the opinion of Landlord or its agent, that Tenant must vacate the property in order for repairs to the property to be undertaken, this lease shall, at Landlord's option and upon 7 days written notice to Tenant, cease and shall terminate. Tenant agrees to and shall vacate and Tenant, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, Tenant hereby waives all claims against Landlord for any damages suffered by such condemnation, damage, destruction or lease termination. Tenant agrees that in the event there is hurricane or storm shutters on the property, Tenant will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If Tenant is unable to perform this task for any reason, Tenant agrees to notify property manager or owner as soon as any storm watch or warning is placed in effect.

**CHINESE DRYWALL:** During the time Florida was experiencing building material shortages, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks.

**DEFAULT:** Failure of TENANT to pay rent or any additional rent when due, or TENANT'S violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or failure of TENANT to comply with any Federal, State and/or Local 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, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addendums attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-lease it from the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

**DISPUTES AND LITIGATION:** In the event of a dispute concerning the tenancy created by this agreement. Tenant agrees that if the property is being managed by Rent Works LLC for the record owner Tenant agrees to hold agent, its heirs, employees and assigns harmless and shall look solely to the record owner of the property in the event of a legal dispute.

**FIXTURES AND ALTERATIONS:** TENANT must obtain prior written consent from LANDLORDS AGENT 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. If TENANT obtains permission to change the paint they must return the rooms to the approved Rent Works LLC paint color at Tenant's Expense.(Color Wheel 8221W Botany Beige)

**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 failure Tenant, his agents, family or guests, or arising from Tenant's failure to comply with any applicable laws, statues, ordinances or regulations.

**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.

**LEAD BASED PAINT:** 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, Landlord must disclose the presence of lead based paint and/or lead based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

**MAINTENANCE/INSPECTION:** Tenant agrees that they have fully inspected the premises and accepts the condition of the premises in **AS-IS** condition with no warranties or promises express 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 guest cause any damages to the premises Tenant shall pay for the expenses of same on demand. Tenant shall be responsible for, and agrees to maintain and repair at Tenant's expense the Following marked items: ( ) A/C Filters ( ) Heat ( ) Water Heater ( ) Refrigerator ( ) Dishwasher ( ) Microwave ( ) Range ( ) Oven ( ) Garbage Disposal ( ) Locks/Keys ( ) Smoke Alarm & Batteries ( ) Lawn Mowing/Shrub Trimming (Not to include Lawn Fertilization, Pesticide/Weed Control Spraying, Tree Trimming/Removal.) (Tenant must water the lawn in accordance with the County watering restrictions.) ( ) Screens ( ) Pool Service & Equipment ( ) Extermination ( ) Windows ( ) Water Conditioner ( ) Hot tub ( ) Washer ( ) Dryer. In the event a major repair to the premises must be made which will necessitate the Tenant vacating the property, Landlord way 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 or repair in writing or by completing the maintenance request form at [www.rentworksllc.com](http://www.rentworksllc.com) or calling 407-706-1080. Tenant agrees that they shall immediately test the smoke detector and shall maintain same.

**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.

**PET:** Tenant shall not keep any animal or pet in or around the rental premises without Landlord's prior written approval and a PET ADDENDUM signed by all parties.

**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 health unit.

**RENEWAL:** If Landlord consents to Tenant remaining in the property after the natural expiration of this lease, and no new lease is signed, the tenancy will be extended as a month-to-month tenancy and at an additional charge of \$125 limited to a three month period at which time a new lease must be signed or tenant must vacate the property. Month to month agreement can be terminated with 15 written notices from Tenant prior to the end of any monthly payment period 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 by certified mail; all other conditions of this lease shall remain in effect. Failure to give 60 days notice by Tenant prior to the end of the lease will result in additional liability of Tenant for the following full monthly rental period after termination. Tenant shall additionally be held liable for holdover (double) rent. If tenant does not receive renewal notice 90 days prior to end of lease tenant needs to contact Rent Works LLC**

**RIGHT OF ENTRY:** Landlord/Landlord's Agent, upon reasonable notice by telephone, hand-delivery or posting to Tenant, has the right of entry to property 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 property. 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 property at any time.

**RISK OF LOSS:** All TENANT'S personal property shall be at the risk of the TENANT or owner thereof and Rent Works LLC 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, or from the bursting or leaking of water pipes. TENANT is strongly urged to secure insurance for personal property. (Renters Insurance)

**SMOKING:** Smoking is NOT permitted inside the premises by TENANT, guest or invitees. TENANT understands that smoking inside the premises shall be considered a material default under this lease agreement.

**TENANT NOTICE:** Tenant must give Rent Works LLC a **MANDATORY** Sixty (60) Day Written Notice, with confirmation from Rent Works LLC, of their intent to renew. The options are as follows: 1. Renew a 12 month lease (rental amount to be determined) 2. Month to Month agreement (3 months maximum allowed with applicable monthly rental increase) 3. Vacate the property at the end of the current lease. Initials: \_\_\_\_\_

**USE OF PREMISES:** TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding neighbors or the peaceful and quiet enjoyment of the premises or surrounding areas. TENANT shall install window shades or draperies within 15 days of taking occupancy if not already provided. Premises area to be used and occupied by the TENANT for only residential, non business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to Rent Works LLC. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted.

**UTILITIES:** LANDLORD is responsible for providing the following utilities only: None. The TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout the lease. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy. TENANT agrees that LANDLORD shall order such utilities to be terminated. In the event a condominium association or homeowners' association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, Tenant agrees and understand that Landlord and/or Rent Works LLC shall not be required to replace, provide or pay for these removed services for Tenant. Tenant may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by Landlord or Rent Works LLC nor shall it constitute a default under the lease. The failure of Tenant to retain and pay for essential services upon notice and demand by the Landlord or Rent Works LLC shall constitute a material breach of the lease.

**VACATING:** At the expiration of this agreement or any extension, Tenant shall peaceably surrender the property and turn in all keys and any other property owned by Landlord leaving the property in good, clean condition, ordinary wear and tear excepted. Tenant agrees to a mandatory minimum flooring cleaning charge to be deducted from the security deposit in the amount of \$150. In the event all keys are not returned upon move out there will be a minimum charge to be deducted from the security deposit in the amount of \$100. In addition to any cleaning charges and any other charges due under the terms of the lease, Tenant agrees to a mandatory minimum unit cleaning charge to be deducted from the security deposit in the amount of \$200. Tenant will change the A/C filter, replace light bulbs as needed, replace batteries in garage door opener and make sure all irrigation zones & sprinkler heads are working properly.

**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 property without Landlord's prior written approval. Tenant is not to repair or disassemble vehicles on the property. Vehicles not meeting the above requirements and additional rules of Landlord are unauthorized vehicles subject to being towed at Tenants expense. Parking on the grass is prohibited and where it violates any ordinance or HOA. Tenant agrees to indemnify Landlord for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of Tenant. Tenant agrees that only the following vehicles will be parked on the premises:

Initials: \_\_\_\_\_

**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 hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

**ABANDONED PROPERTY:** 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 STAUTUES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT’S PERSONAL PROPERTY.

**ADDITIONAL STIPULATIONS:**

1. If any repairs or replacements are required due to Tenant Abuse, Damage and/or Negligence Tenant will be responsible for 100% of repair cost.
2. If Landlord has a washer and dryer on the premises for tenant’s convenience only, owner is not responsible for repairs or replacement of the washer/dryer.
3. Lawn care and pool service is included.

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Agent for Owner**

\_\_\_\_\_  
**Date**

