

RESIDENTIAL LEASE

Landlord: Judith & Robert Brownell
1427 Martinez Drive Lady Lake, FL 32159
850.346.1855 or 850.346.1912 tigerpointhome@yahoo.com

THIS LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FL STATUTES. UPON REQUEST, THE LANDLORD SHALL PROVIDE A COPY OF THE RESIDENTIAL LANDLORD TENANT ACT TO THE TENANT(S).

This Residential Lease Agreement ("Lease") is by and between **Judith & Robert Brownell** ("Landlord"), and _____ ("Tenant"). The Lease terms are as follows:

PREMISES Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the "Premises" located at **1145 Willowood Circle, Gulf Breeze, Florida 32563.**

TERM The lease will begin on _____ and will terminate on _____.

LEASE PAYMENTS Tenant shall pay to Landlord **monthly lease payments of \$2400 (beginning _____)**, payable in advance on the first day of each month. Lease payments shall be deposited directly to Landlord's checking account on the first of the month either via a "direct deposit" system or through the military payroll system. If these systems are NOT used rent will be raised \$25 per month.

MONTHLY RENT

Monthly rent-----	\$ 2400
Security deposit-----	\$ 2400
Pet deposit-----	\$ _____ (\$200 per/pet non-refundable)
Total due-----	\$ _____

Tenant(s) (), () acknowledge this page has been read (initials)

RESIDENTIAL LEASE

2 of 9 pages

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LATE PAYMENTS If any payment that is not received by Landlord within three (3) days after its due date, Tenant shall pay a late fee of \$50.

NON-SUFFICIENT FUNDS When funds are withdrawn and if Tenant does not have sufficient funds in their checking account or if a rent payment is made with a “non-sufficient funds” check, Landlord can require Tenant to pay all future payments by money order or cashier’s check. Tenant shall be charged \$50 for each occurrence of insufficient funds.

HABITABILITY Tenant has inspected the Premises (See “Landlord/Tenant Brief Checklist” and “Landlord/Tenant Detailed Checklist”), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use. Simply stated, your dwelling has been delivered to you in a very clean condition. Upon signing the above mentioned Checklists Tenant agrees to the condition of the unit at move in and this will be the basis for the return of the Security Deposit at move out.

LEASE TERMINATION If for any reason (except a move covered by a military clause) you must break your lease, a \$150 LEASE BREAK fee will be levied against your deposit and you will be responsible for the remaining balance of rent (per your lease agreement) until the unit is rented by a new tenant. You will also be responsible for the cost of the advertising to rent the unit. If you terminate the lease early because of a military reassignment Landlord must be notified 30 days in advance of the move (the move out date should be at month end).

SECURITY DEPOSIT This deposit is to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement as provided by law. This deposit shall be refunded within thirty (30) days after Tenant vacates the Premises, subject to Tenant(s) (), () acknowledge this page has been read (initials)

RESIDENTIAL LEASE

3 of 9 pages

Landlord: Judith & Robert Brownell
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Premises being returned to Landlord in the same condition as when it was first rented (See Habitability above), less normal wear and tear. Unit must be completely cleaned, in accordance with the checklist, and available for rent on or before the last day of the month. If Landlord is required to bring the unit to the condition when it was originally rented, the loss of rent and cost of cleaning or other contractor costs will be deducted from the deposit. Normal wear and tear would include the requirement for minor touch up of walls and woodwork but would not include holes, serious dents or major stains. Carpets must be cleaned by a professional carpet cleaning company at your expense. Stains, holes or pet urine/feces damages are not considered normal wear and tear and, if not repaired, will result in charges to the deposit. Deposit will be applied in the following manner: cleaning, damages or excessive wear, and unpaid rent. Under NO circumstances shall the deposit be applied towards the payment of the last month's rent.

SMOKERS This is a no smoking home; please smoke outside. Do not smoke in lanai area. If, at vacancy, it is required that the odor of cigarette smoke must be removed, you will be responsible for the expensive cost to clean walls, ceilings, and the duct system.

POSSESSION Tenant shall be entitled to possession on the date the Lease is signed and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield the Premises to Landlord.

LANDLORD'S ACCESS TO PREMISES As provided in Chapter 83, Part II, Residential Landlord and Tenant Act, FL Statutes, 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.

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RESIDENTIAL LEASE

4 of 9 pages

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B. After reasonable notice (24 hrs) to tenant at reasonable times (9-5) for the purposes of non-emergency repairs.

C. To inspect the Premises; make necessary repairs or improvements; supply services; or show the Premises to purchasers, insurers, mortgage holders, prospective tenants, workers or contractors as follows:

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 an extended period (two weeks or more) and cannot be contacted.

USE OF PREMISES Tenant shall occupy and use the Premises as a dwelling unit. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent. Any improvements or alterations to the Premises shall become the Landlord's property. Tenant agrees not to use, keep or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises. If during your occupancy Landlord receives three complaints concerning your conduct (parties, large crowds, general abusive behavior), at the option of Landlord, your Lease may be terminated.

COVENANTS: Tenant and all occupants of Premises shall abide by the covenant's Rules & Restrictions (R&Rs) set forth by the Willowood Homeowners Association (WHOA). A copy of the R&Rs is provided on the website www.tigerpointhome.com for reference. Some of the applicable R&Rs loosely translated: no boats, golf carts or rec vehicles parked in driveway; cars should be parked in garage (note: vehicles should not protrude so that garage door cannot close) unless there is a third household member with car; no home business that produces noise, odors, pollution or traffic; visitors must park in driveway; no garage sales. See the WHOA R&Rs for full list of rules and restrictions.

OCCUPANTS No more than _____ persons may reside on the Premises unless the prior written consent of the Landlord is obtained. Roommates must complete rental application form.

TENANTS TELEPHONE NUMBER and EMAIL ADDRESS Tenant shall, within 5 business days of obtaining services, provide Landlord with the telephone number (if

Tenant(s) (), () acknowledge this page has been read (initials)

RESIDENTIAL LEASE

5 of 9 pages

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Tenant installs a home phone). Tenant's work telephone number must be provided.
Email addresses of all tenants must be provided.

PETS Landlord and Tenant acknowledge that the following pets have been allowed:

_____.
A non-refundable pet fee of \$200 per pet is required

Tenant acknowledges the following responsibilities/conditions regarding pets:

1. No animals weighing over 10 lbs.
2. Accepts total responsibility for all damages that pet may cause and agree to pay any damages noted upon Tenant's departure. The pet fee in no way offsets these damages and they will be charged to my security deposit.
3. The pet's refuse will be cleaned up regularly from all outside areas.
4. Tenant will respond promptly to any complaints due to the conduct of pet. If these complaints cannot be resolved, the Landlord has the option to terminate this Lease
5. If an unapproved pet is kept upon the premises, a \$200 pet fee is immediately due and payable. However, Landlord does not have to accept this pet and this action may result in lease termination.
6. **Landlord requires a semi-annual inspection of premises and if carpeted areas are soiled or smell, a professional carpet cleaning, paid by tenant is required.**

TENANTS' PERSONAL PROPERTY By signing this Lease, Tenant agrees that upon surrender or abandonment, as defined by FL Statutes, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property.

ATTORNEY'S FEES In any lawsuit brought to enforce the lease or under applicable law, the party who wins may recover its reasonable court costs and attorney's fees from the party who loses.

PROPERTY INSURANCE Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The Landlord should be named an "additional insured" and a copy of the renter's insurance policy shall be provided to the Landlord.

RENEWAL TERMS The Lease may be renewed or extended, however a NEW LEASE, signed by both the Landlord and Tenant is required. If Tenant decides NOT to renew, Tenant must notify Landlord, in writing, thirty (30) days prior to the expected move out date. Landlord must also give Tenant thirty (30) days notice if Landlord decides not to renew lease.

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RESIDENTIAL LEASE

6 of 9 pages

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KEYS/GARAGE REMOTE/LOCKOUT Tenant will be given one set of keys to the Premises (1 front door, 1 back door, 1 garage egress door, 1 mailbox key) If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged \$20. If Tenant becomes locked out of the Premises, Tenant will be charged \$20 to regain entry.

MAINTENANCE

Landlord responsibilities:

- Lawn care & edging. (weekly... usually on Monday morning)
- Lawn irrigation (water supply for sprinklers separate from house supply and will not affect your water bill)
- Periodic trimming of palm trees, hedges and bushes
- Weekly pool maintenance
- Installation and removal of vinyl shutters in the event of a hurricane
- Appliances requiring major repairs not due to rough handling/abuse by Tenant: washer, dryer, stove, microwave, refrigerator, dishwasher, garbage disposal.

Tenant responsibilities:

- Appliances that are broken due to rough handling/abuse.
- Plumbing (toilet blockage, tub overflows, etc.)
- Keys, smoke detector batteries
- Control/extermination of rodents and insects
- AC filters (replace or clean monthly)
- Blowing debris off pool deck and clearing of pool skimmer
- Pool shade sails, umbrellas and sling chairs (they are there to use – Tenant responsible for replacement if damaged)
- Clearing garbage disposal blockage
- Minor repairs (burnt out bulbs, loose knobs, etc.)

UTILITIES AND SERVICES Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

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RESIDENTIAL LEASE

7 of 9 pages

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LEAD-BASED PAINT Premise was constructed after Jan 1, 1978 and thus federal and state legal disclosures regarding lead-based paint hazards are not specifically required. Landlord is not aware of any lead-based paint hazards associated with the Premises.

MILITARY / US CIVIL SERVICE In the event that the Tenant, who is in the military/US Civil Service, should receive government orders for permanent change of duty station requiring Tenant to relocate away from Premises, the Tenant may terminate the Lease without further liability by giving the Landlord 30 days advance written notice and a copy of the transfer order.

TERMINATION UPON SALE OF PREMISES Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

DESTRUCTION OR CONDEMNATION OF PREMISES If the Premises are partially destroyed by fire or other casualty to an extent that prevents the Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$5,000, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises are damaged. However, if the damage is not repairable within sixty days, or if the cost of repair is \$5,000 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon thirty (30) days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded. Tenant shall give Landlord immediate notice of any damage to the Premises.

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 FL. Additional information regarding radon and radon testing may be obtained from your county health department.

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 FL Residential Landlord and Tenant Act which contains information on same, and/or remedies available to the parties.

ASSIGNMENT Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Landlords written approval and consent to the assignment or sublease.

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

LIENS Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the premises made by the Tenant. 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.

MISCELLANEOUS

- A. Time is of the essence in regards to the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors and permitted assigns of the 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.

CUMULATIVE RIGHTS The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NOTICE Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Judith & Robert Brownell
1427 Martinez Drive
Lady Lake, FL 32159

TENANT:

GOVERNING LAW This Lease shall be construed in accordance with the laws of the State of FL.

ENTIRE AGREEMENT/AMENDMENT This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other

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9 of 9 pages

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agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the amendment is signed by the obligated party.

SEVERABILITY If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

LANDLORD:

Signature Robert Brownell Date

Signature Judith Brownell Date

TENANT:

Signature _____ Date

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