



Paul Woods Realty, Inc.

6550 St. Augustine Rd. #101

Jacksonville, FL 32217

Office: 904-724-8833 / Fax: 904-724-3810

www.freedomjax.com

RESIDENTIAL LEASE

This agreement, made _____, 2009 between _____, herein referred to as the LANDLORD, through its agent, Paul Woods Realty, Inc., and, _____, herein referred to as the TENANT, leases the following described property: _____, together with the following described property: _____. It 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 and all obligations under this lease are a **joint and several liability**. 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).

In consideration of the mutual covenants and agreements contained in this agreement, LANDLORD rents to TENANT the above property under the following terms:

- 1. TERM:** This agreement shall begin _____ and end _____. TENANT shall be responsible for payment of rent during the entire term of the rental agreement. **NO PARTIAL MONTH RENT WILL BE ACCEPTED WITH THE EXCEPTION OF THE FIRST MONTH'S RENT** (prorated if required). All terms of this agreement will extend automatically on a month-to-month basis should occupancy for any reason extend beyond the expiration of this 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.
- 2. OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: _____
- 3. PRORATED RENT:** Prorated rent in the amount of _____ for the period beginning _____ and ending _____ is due and payable on the first (1st) _____.
- 4. RENT:** The rent shall be \$ _____ **per month** plus applicable taxes and paid in advance. Rent is due on or before the first (1st) of the month at Paul Woods Realty, Inc. office, 6550 St. Augustine Rd #101, Jacksonville, FL, 32217, telephone (904) 724-8833, without demand **and is considered late after that date**. Rent must be received by LANDLORD or its designated agent on or before due date. **A late fee of \$50.00 plus \$5.00 per day thereafter (beginning on the 2nd) shall be due as additional rent if TENANT fails to make rent payments on or before the 3rd day of each month. ALL RENTS RECEIVED AFTER THE 10TH MUST BE IN CERTIFIED FUNDS. There will be a \$25.00 trip charge for all late notices that have to be delivered or notices to cure delivered.** If TENANT'S check is dishonored all future payments must be made by money order or cashier's check. **TENANT agrees to pay \$40.00 fee for any dishonored check.** If LANDLORD has actual knowledge that there are insufficient funds to

Initials _____

Initials _____

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Initials _____

8/25/2009

1

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 law remedies. If rent is not received by the 3rd day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law. 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 late charges, interest, NSF, or bank fees, utility charges and any monies due under this lease are hereby defined as, intended and considered to be additional rent.

5. **SECURITY DEPOSIT:** Tenant shall deposit with the LANDLORD prior to occupancy the amount of \$_____ (**pre-paid**) as Security Deposit 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 or Florida law, physical damages to the premises, costs, and attorney's fees associated with the TENANT'S failure to fulfill the terms of the lease. This deposit is neither intended nor to be construed as rent and 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 date (or the expiration of any extension), the deposit will be applied against damages. TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy per Florida law. The deposit shall be placed in **The Jacksonville Bank, 100 N. Laura Street, Jacksonville, FL 32202**, a Florida banking institution, in a separate non-interest bearing account and disbursed in compliance with Florida Statutes. Security Deposit refunds, if any, shall be made by mail only, made out in names of all TENANTS in one check and may not be picked up in person.
6. **APPLICATION:** If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate tenancy.
7. **FIXTURES AND ALTERATIONS:** TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission is granted, same shall become LANDLORD'S property and shall remain on the premises at the termination or the tenancy.
8. **USE OF PREMISES:** The premises shall be used for residential purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. No guest may occupy the premises for more than fourteen (14) days without prior consent from LANDLORD. TENANT shall obey and require guests to obey all laws, restrictions and covenants that apply to the premises.
9. **PARKING:** TENANT agrees that no parking is allowed except for area designated for auto parking. No boats, recreational vehicles or disassembled vehicles shall be parked in a manner that violates local parking regulations and or deed restrictions. No vehicles, boats, trailers, or campers shall be parked in the front yard. TENANT is not to repair or disassemble vehicles on the premises.

Initials _____

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Initials _____

8/25/2009

2

10. **UTILITIES:** All services and utilities will be paid by the TENANT, unless otherwise specified. The TENANT agrees to pay all charges and deposits for **ALL** utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. If the utilities which TENANT is responsible for are still in the LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated.

11. **SMOKE DETECTORS:** The LANDLORD will provide a smoke detector where required by law. The responsibility for maintenance and testing of installed units is the TENANT'S. In cases where no smoke detector is required by law installation as well as testing and maintenance will be with the TENANT. TENANT agrees that they shall immediately test the smoke detector and shall maintain same.

12. **MAINTENANCE:** 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 habitable condition throughout the tenancy, use all electrical, plumbing, heating, and cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. TENANT agrees to maintain the lawn, yard and shrubbery at his expense, including irrigation. In the event TENANT or TENANT'S guests or invitees cause damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand, all charges incurred as additional rent, or LANDLORD may require TENANT repair same. TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: **A/C FILTERS, INTERIOR EXTERMINATION, LAWN/SHRUBBERY, LOCKS/KEYS, and SCREENING, SMOKE ALARM(S), BATTERIES, and LIGHT BULBS.** TENANT shall **notify LANDLORD immediately provide written notice to LANDLORD** of any maintenance need or repair, including yard/lawn infestation and/or irrigation problems. The TENANT shall be responsible for any damages caused by unreported maintenance needs or repairs. TENANT is responsible for pumps and other equipment, including all water pipes, for any damage caused by freezing temperatures.

13. **KEYS:** TENANT agrees to return all keys and any additional duplicates made when terminating this agreement, or pay the necessary costs of replacement locks and keys upon vacating the premises. LANDLORD does not warrant lock integrity and is not liable for any breach thereof, for any reason. TENANT may change, re-key or add locks if deemed necessary at his/her expense, providing TENANT notified the LANDLORD in advance and provides a working key to each new lock at the time of installation or change.

14. **PETS:** 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. A Pet Addendum **is / is not** attached and part of this lease.

15. **POOLS:** Tenant is allowed access to the community pool and club house.

16. **WATERBED(S):** TENANT understands that no waterbed may be brought into this property if such introduction would violate building codes. In addition, TENANT agrees to obtain waterbed insurance that covers personal injury and property damages naming LANDLORD as the loss payee.

17. **ASSIGNMENTS:** This residential lease is personal to the parties and TENANT shall not assign this lease or sublet the premises or any part thereof without written permission of LANDLORD

Initials _____

Initials _____

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Initials _____

8/25/2009

3

which permission may be withheld for any reason whatsoever. Any unauthorized transfer of interest by the TENANT shall be void and a breach of this agreement.

18. **RIGHT TO ENTER:** LANDLORD shall have the right to enter the premises for inspection, maintenance and repair during reasonable hours, to show to prospective purchaser or tenant and as provided by law.
19. **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 owned by the LANDLORD, leaving the premises in good condition, ordinary wear and tear excepted. **Carpet addendum is attached. Cleaning addendum is not attached.** TENANT shall leave utilities on for five (5) days giving possession.
20. **TERMINATION or RENEWAL:** The TENANT must give written notice of intent to vacate at least 60 days prior to the end of the lease agreement. This agreement may only be terminated at the end of the calendar month. Failure to give notice of INTENT TO VACATE in accordance with these terms will require the payment of a full additional month's rent regardless of actual vacancy date. To renew the term of this agreement a written REQUEST TO RENEW must be given to LANDLORD no less than sixty (60) days prior to the expiration of this agreement. If TENANT fails to give the required 60 day notice to renew or vacate, LANDLORD may serve notice that the lease shall terminate according to its term. If neither party gives the other any written notice as provided hereunder and the TENANT does not vacate the premises on or before the termination date of this agreement, TENANT shall thereafter be deemed as occupying the premises in a month-to-month tenancy in which case either party may terminate this agreement by giving the other party fifteen (15) days written notice prior to the end of a calendar month.
21. **MILITARY TRANSFER CLAUSE:** Termination of this agreement will be allowed in event of military transfer under the following conditions only: Tenant must give LANDLORD at least thirty (30) days written notice, a copy of your military orders and a letter of authorization from military housing demonstrating the approval of movement of household goods. Military orders authorizing base housing or temporary deployment to a ship do not constitute change-of-duty orders. TENANT will remain responsible for leaving the premises in proper condition.
22. **LIABILITY:** All personal property located on the premises shall be a risk of the TENANT or owner thereof. The LANDLORD shall not be held liable for any damage to said property of the TENANT arising out of criminal acts, vandalism, acts of God, interruption of utilities, fire, storm, flood, rain or wind damage, acts of negligence of any person whatsoever, or from bursting or leaking of water pipes. **TENANT is strongly urged to secure comprehensive renters insurance, including coverage for personal property.**
23. **ATTORNEY'S FEES:** If LANDLORD employs an attorney to enforce 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. Both LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.
24. **DEFAULT:** (A) Failure of TENANT to pay rent or any additional rent when due, or (B) 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 (C) failure of TENANT to comply with any federal, State and/or County laws, rules and ordinances, or (D) TENANT'S failure to move into the premises or TENANT'S eviction from,

Initials _____

Initials _____

Initials _____

Initials _____

8/25/2009

4

abandonment or surrender of the premises, constitute a default by the TENANT. Upon default, rent due for the remaining term of this lease is accelerated, TENANT shall owe this rent and any additional rent, damages, or consequential damages, and LANDLORD may take any action permitted by Florida law. Retaking of possession shall not constitute a rescission of this lease.

25. **NOTICES:** All notices and requests for repairs, termination, renewals, etc. are to be made in writing to the LANDLORD at **6550 St. Augustine Rd #101, Jacksonville, FL 32217, fax: 904-724-3810, email: paul@freedomjax.com.**
26. **NON-WAIVER:** Any failure by the LANDLORD to exercise any rights under this agreement or Florida law shall not constitute a waiver of any of Landlord's rights.
27. **INDEMNIFICATION:** TENANT agrees to reimburse LANDLORD upon demand in the amount of the costs 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 fault of TENANT, his agents, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations.
28. **ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY. Additionally, by signature below, TENANT hereby authorizes towing and/or removal of any vehicles abandoned by the TENANT or their guest (s) on the premises.**
29. **MODIFICATIONS:** No subsequent alteration, amendment, change, or addition to this lease shall be binding upon LANDLORD or TENANT unless reduced to writing and signed by the parties.
30. **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 public health unit."
31. **MISCELLANEOUS OTHER PROVISIONS:** This lease is subject and subordinate to the lien of a mortgage or deed of trust or encumbrance now or at any time hereunder placed on the premises. The TENANT agrees to promptly execute any instrument evidencing such subordination that the LANDLORD may request of him. The TENANT further irrevocably appoints the LANDLORD Attorney-in-fact to execute any such instrument for him and in his behalf. The conditions and agreements contained herein are binding and may be legally enforced by the parties hereto and no failure to enforce a breach of any condition or agreement herein shall be construed to be a waiver of that condition or agreement or of any subsequent breach thereof, or of this lease; the right of LANDLORD under the foregoing lease may be to forfeit any of the said TENANT rights, including but not limited to the LANDLORD'S right to pursue eviction proceeding in the event of only partial payment of any sums due at any time by TENANT; interest on any past due amounts owed under this lease, or on any court judgment for money damages, shall accrue at the highest interest (18) allowed by law without demand, and

Initials _____

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Initials _____

8/25/2009

5

such interest is defined and considered to be additional rent; it is further understood and agreed between the parties hereto that time is of essence of their Lease and applies to all terms and conditions contained herein. Each maker authorizes the garnishment or attachment of his/her wages to the fullest extent permitted by law, including without limitation, Florida Statute 222.11 (2)(b)(1993) as amended from time to time.

32. **ENTIRE AGREEMENT:** 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. Each TENANT executing this agreement shall be jointly and severally liable for all obligations herein.

33. **ADDITIONAL STIPULATIONS/ADDENDUMS:** Carpet Addendum, Mold Addendum, Telephone Update .

TENANT (Signature) DATE

TENANT (Signature) DATE

AGENT FOR LANDLORD (Signature) DATE

Rent

It is your responsibility to be sure your rent is received by the 3rd of the month to avoid late fees, and/or three day notices.

There is a mail slot in the front door of our office at 6550 St. Augustine Rd #101 that is for Paul Woods Realty, Inc. This mail slot is for your convenience for after hours and on weekends. You will not receive a receipt when you use the mail slot.

The mail slot is checked every weekday morning before 8:30 a.m. and on the fourth of each month when it falls on a weekend or holiday. If you place your rent check in the mail slot before 8:30 it will be counted as received on the prior day. If your rent is placed in the mail slot after 8:30 on the fourth it will be late and late fees will be charged.

U. S. Postal Service **does not** deliver mail on the holidays. You need to mail your check earlier than usual to be sure it is received in this office by the 3rd.

All funds received in this office, as in all real estate offices, are to be deposited within 72 hours to the bank. As it is illegal to post date a check, please know that once received, your check will be sent directly to the bank. It will **not** be held in the office until the first of the month.

We offer Tenant Debit – directly debiting your rent from your checking or savings account on the third of each month. We also can charge your rent on MasterCard or Visa for a 2.5% processing fee.

If you present a worthless check for your rent we will no longer accept personal checks, ALL future rents must be in the form of a cashier’s check or money order. The same goes for tenant debit as well.

Initial _____ Initial _____ Initial _____ Initial _____