

# REALTY SELECT SERVICES, LLC

Licensed Real Estate Broker                      Nancy Maggiore, Broker – Owner  
450-106 State Rd. 13 N. #252 St. Johns, Florida 32259-3863

## RESIDENTIAL LEASE

This agreement, made this                      between,                      , herein referred to as the LANDLORD, through its agent, **Realty Select Services, LLC**, and                      herein referred to as the TENANT, leases the following described property: together with the following described property:                      **Range, refrigerator, dishwasher, disposal, ceiling fans, window treatments as installed.** 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 the                      **2011** and end the                      **2012**. 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 which shall be due and payable the second month of the lease. 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: A reasonable number of house guests may occupy the premises without prior written consent if the stay is limited to seventy-two (72) hours. TENANT shall obey and require guests to obey all laws, restrictions and covenants that apply to the premises.

**3. RENT:** The Tenant agrees to pay the monthly rent amount of \$                      and paid in advance without demand. Rent is due on or before the first (1<sup>st</sup>) of the month and at **Realty Select Services, LLC, 450-106 State Rd. 13 N. #252, St. Johns, Florida 32259-3863** , 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 2<sup>nd</sup>) shall be due as additional rent if TENANT fails to make rent payments on or before the 3<sup>rd</sup> day of each month. There will be a \$25.00 trip charge for all late notices that have to be delivered or notices to cure delivered.** Cash payments are not accepted. If TENANT'S check is dishonored all future payments must be made by money order or cashier's check; dishonored checks will be subject to, and **TENANT agrees to pay, \$40.00 fee 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 by the **1st** 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. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S Agent at the address noted above. **Tenant Debit form is attached.**

**4. PRORATED RENT:** TENANT agrees to pay the sum of \$NA as prorated rent for the period 2011 through due and payable on or before

**5. SECURITY DEPOSIT:** Tenant agrees to deposit with LANDLORD prior to occupancy the sum of \$\_\_\_\_\_ 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 forfeited as special liquidated applied to cover cost of reletting the rental premises. 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 security deposit, and any advance rents if applicable, shall be placed in Prosperity Bank, PO Box 1690, St. Augustine FL 32082, 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. **PLUG IN FRAGRANCE DEVICES ARE STRICTLY PROHIBITED due to potential fire hazard.**

**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. TENANT shall install window shades, or drapes (no foil, sheets, paper, etc allowed) within 15 days of taking occupancy if not already provided or installed. No trampolines, athletic equipment, recreational equipment, or any items or actives which can cause interference with the insurance coverage on the premises is permitted.

**9. NON SMOKING:** Neither TENANT, residents, guests, or any other person shall be allowed to smoke inside the premises. TENANT further understands that any damage caused by smoking any substance inside the home will be considered as damage. Damages include, but are not limited to, cleaning and deodorization,

additional paint preparation, replacing window treatments, repairing burn marks on carpets, counter tops, etc. Any violation of this addendum shall be deemed a material violation of the lease.

**10. VEHICLES/PARKING:** 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. Parking on the grass is prohibited; vehicles shall be not parked in a manner that violates local parking regulations and or deed restrictions. No trailers, boats, recreational vehicles or disassembled vehicles, motorcycles, or commercial vehicles are allowed on or about the premises without LANDLORDS prior approval. TENANT shall not repair or disassemble vehicles on premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of a vehicle belonging to TENANT, their guest or invitees.

**11. UTILITIES:** LANDLORD is responsible for providing the following utilities: none. 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.

**12. 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.

**13. 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; keep all plumbing fixtures in good repair; use all electrical, plumbing, heating, and 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 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 agrees to maintain the lawn, yard and shrubbery at his expense, including irrigation. TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: **A/C FILTERS, EXTERMINATION, LOCKS/KEYS, SCREENING, SMOKE ALARM(S), BATTERIES, and LIGHT BULBS. TENANT shall notify LANDLORD immediately of any maintenance needed, maintenance performed or repair needed in writing, 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. In the event a major repair to be premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate premises holding LANDLORD harmless for any damages suffered if any.

**14. 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.

**15. 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 attached and part of this lease.

**16. POOLS:** Type (Check all applicable): In-ground:  Above Ground:  Jacuzzi/Hot Tub:  Community Pool: . TENANT understands that if TENANT is renting a home with a pool, that a pool can be a potential danger. TENANT understands, agrees, and holds harmless Realty Select Services, LLC, and/or owner if any injury and or death should occur. Realty Select Services, LLC and/or owner shall not be held liable. The LANDLORD agrees to maintain the pool in an acceptable condition throughout the term of the lease. Any damage caused by TENANT'S neglect or negligence will be paid for by the TENANT. The TENANT is to ensure that the fence and gates surrounding the pool are in good condition, and to report any part of it that is in need of repair. TENANT is allowed access to the community pool and club house.

**17. 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.

**18. 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 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.

**19. RIGHT TO ENTER:** LANDLORD, upon reasonable notice by telephone, hand delivery or posting to TENANT, shall have the right to enter the premises for inspection, maintenance and repairs, appraisals, to show to prospective purchaser or tenant during reasonable hours as provided by law. LANDLORD has immediate right to entry in case of emergency, or to protect or preserve premises. TENANT shall not alter or add locks without prior written consent from LANDLORD. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place a "For Sale" or "for Rent" signs on premises at any time.

**20. 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, clean condition, ordinary wear and tear excepted. TENANT agrees to allow LANDLORD to have carpets professionally cleaned and for charge of carpet cleaning to be deducted form the security deposit. **Carpet Cleaning Addendum is attached.** In the event all keys are not returned upon move out, there will be a minimum charge of \$85.00 to be deducted from the security deposit. In addition to any cleaning charges due under the terms of the lease, TENANT agrees to a mandatory minimum cleaning charge of \$100.00 to be deducted from the security deposit. TENANT shall be held liable for holdover (double) rent. TENANT shall leave utilities on for five (5) days giving possession.

**21. 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 written 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 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 15 days written notice prior to the end of a calendar month. Failure to give 15 days written notice by TENANT prior to end of the month to month period will result in additional liability of TENANT for the following full monthly period. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

**22. 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.

**23. LIABILITY/RISK OF LOSS:** All TENANT'S 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.**

**24. 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.

**25. 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, abandonment or surrender of the premises, shall constitute a default by the TENANT. Upon default, in addition to complete forfeiture of the security deposit, 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 begin eviction procedures after proper notice, and/or take any action permitted by Florida law. If TENANT abandons or surrenders possession of the premises during the term of this lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to rerent it for the TENANT'S account. Retaking of possession shall not constitute a rescission of this lease.

**26. NOTICES:** All notices and requests for repairs, termination, renewals, etc. are to be made in writing to the LANDLORD at **Realty Select Services, LLC 450-106 State Rd. 13 N. #252, St. Johns, FL 32259-3863 email: [nancy@realtyselctionline.com](mailto:nancy@realtyselctionline.com) fax 904-230-7196**

**27. NON-WAIVER:** The rights of the LANDLORD under this lease shall be cumulative, and any failure by the LANDLORD to exercise any rights given under this agreement or Florida law shall not constitute a waiver of any of Landlord's rights.

**28-1 CONDEMNATION and ACTS OF GOD:** If for any reason the premises are condemned by any governmental authority or damaged through fire, act of God, nature or accident, this lease shall terminate at LANDLORD'S option as of the date of such condemnation, damage or destruction and TENANT hereby waives any claim against LANDLORD for any damages suffered by such.

**28-2 HURRICANES, TROPICAL STORMS, ACTS OF GOD: Broker shall not be responsible to take any precautionary measures to avoid any damages from any acts of god unless agreed to in writing regardless of the presence of hurricane shutters or similar devices on the premises.**

**29. INDEMNIFICATION:** TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, 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. In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that if the premises are being managed by an Agent for the Landlord, TENANT agrees to hold Agent, its heirs, employees and assigns harmless and shall look solely to the LANDLORD in the event a legal dispute concerning the tenancy or the security deposit.

**30. ABANDONED PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR 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. 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.

**31. 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.

**32. 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." In the event there are any chemicals, cleaning supplies, paint or harmful or hazardous substances on the premises, TENANT agree that they will promptly and safely dispose of same or use such items, if safe, at their own risk, holding the LANDLORD or its Agent, associates and employees harmless for any injuries, losses, expenses or damages sustained.

**33. 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 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.

**34. 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.

**35. ADDITIONAL STIPULATIONS/ADDENDUMS:**

- A. CARPET ADDENDUM
- B. MOLD ADDENDUM
- C. PET ADDENDUM
- D. LEAD BASED PAINT DISCLSORE
- E. HVAC FILTERS
- F. KEY RECEIPT
- G. DRUG/CRIME FREE

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TENANT (Signature) DATE

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TENANT (Signature) DATE

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AGENT FOR LANDLORD (Signature) DATE

Acceptance by facsimile by any of the parties shall constitute valid binding acceptance of this lease agreement.

**CARPET ADDENDUM**

**Property Address:**

Please be advised that at the time of vacating the property, Realty Select Services, LLC will deduct the cost of the professional carpet cleaning from your security deposit. The price is according to the number of rooms, including halls, closets, and stairs. Combination living and dining areas are considered 2 rooms. Please initial besides the appropriate listing, sign and date where indicated.

**AT COST**

<i>Description</i>	<i>Initial Below</i>
<i>Two (2) rooms</i>	
<i>Three (3) rooms</i>	
<i>Four (4) rooms</i>	
<i>Five (5) rooms</i>	
<i>Six (6) rooms</i>	
<i>Seven (7) rooms</i>	
<i>Eight (8) rooms</i>	
<i>Nine (9) rooms</i>	
<i>Ten (10) rooms</i>	
<i>No Carpet- No Charge</i>	

The above quotes are based on today’s prices and normal cleaning. Additional charges may apply for stairs, family and/or bonus rooms or any additional rooms and the above is an estimate. ***If there is additional damage to the carpet requiring more than basic carpet cleaning, it will be the financial responsibility of the tenant.*** Also, should the cost fluctuate at the time you are vacating, you will be charged accordingly.

\_\_\_\_\_  
 TENANT (Signature) DATE

\_\_\_\_\_  
 TENANT (Signature) DATE

\_\_\_\_\_  
 AGENT FOR LANDLORD (Signature)



## **MOLD ADDENDUM TO LEASE**

**THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT.**

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**CLIMATE CONTROL:** TENANT agrees to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR IT'S AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF PROPERTY HAS AIR CONDITIONING.

**TENANT AGREES TO:**

- >Keep the premises clean and regularly dust, vacuum and mop.
- >Use hood vents when cooking, cleaning and dishwashing.
- >Keep closet doors ajar.
- >Avoid excessive amounts of indoor plants.
- >Use exhaust fans when bathing/showering and leave on for a sufficient amount of time to remove moisture.
- >Use ceiling fans if present.
- >Water all indoor plants outdoors.
- >Wipe down any moisture and/or spillage
- >Remove garbage regularly.
- >Wipe down bathroom walls and fixtures after bathing/showering.
- >Wipe down any vanities/sink tops.
- >Avoid air drying dishes.
- >Do not "hang-dry" clothes indoors.

- >Open Blinds/Curtains to allow light into premises.
- >Wipe down floors if any water spillage.
- >Hang shower curtains inside bathtub when showering.
- >Securely close shower doors if present.
- >Leave bathroom & shower doors open after use.
- >Use dryer if present for wet towels.
- >Use household cleaners on any hard surfaces.
- >Remove any moldy or rotting food. Wipe down any and all visible moisture.
- >Wipe down windows and sills if moisture present.
- >Inspect for leaks under sinks.
- >Check all washer hoses if applicable.
- >Regularly empty dehumidifier (if used).

**TENANT SHALL REPORT IN WRITING:**

- >Visible or suspected mold
- >All A/C or heating problems or spillage
- >Plant watering overflows
- >Musty odors, shower/bath/sink/toilet overflows

- >Moldy clothing, refrigerator and A/C drip pan overflows
- >Moisture dripping from or around any vents, A/C condenser lines
- >Loose, missing or failing grout or chalk

>Leaky faucets, plumbing, pet urine accidents  
>Discoloration of walls, baseboards, doors, window frames, ceilings

around tubs, showers, sinks, faucets, countertops, clothes dryer vent leaks  
>Any and all moisture

**SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal or plastic and the mold is not due to any ongoing leak or moisture problem; TENANT agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tiles Mildew Remover, or Clorox Cleanup.

**TERMINATION OF TENANCY:** LANDLORD or it's Agent reserves the right to terminate the tenancy and TENANT agrees to vacate the premises in the event LANDLORD or it's Agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT or other persons and/or TENANT actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT agrees that LANDLORD or it's Agent may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM: IF TENANT FAILS TO COMPLY WITH THIS ADDENDUM,** TENANT can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes, but is not limited to TENANT failures to notify LANDLORD or it's Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT at law or in equity and TENANT shall be liable to LANDLORD for damages sustained to the leased premises. TENANT shall hold LANDLORD and agent harmless for damage or injury to person or property as a result of TENANT failures to comply with the terms of this addendum.

**HOLD HARMLESS:** If the premises is or was managed by an Agent of the LANDLORD, TENANT agrees to hold Agent and its employees harmless and shall look solely to the property LANDLORD in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT AND LANDLORD AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent for LANDLORD

\_\_\_\_\_  
Date

## PET ADDENDUM

THIS ADDENDUM IS HEREBY ATTACHED TO AND A PART OF RESIDENTIAL

TENANT(S):

Property Address:

Number of pet(s):

Type of pet(s):

Breed of pet:

Pet Rent Per Month: NA

Non-Refundable Pet Fee: NA

With exception of the pet(s) mentioned above, the **TENANT SHALL NOT** keep any animals or pets of any description in said premises without the written consent of the LANDLORD. The TENANT understands the Non-Refundable pet fee is for the privilege of maintaining a pet on the premises. The Pet Rent will be added to the base rental on a monthly basis therein as a pet rent for the pets described above and is not refundable. It is fully understood by all parties that the pet rent is additional rent payable under the Residential Lease Agreement.

The cost of any damage resulting from pets including but not limited to: flea infestation, soiled or damaged carpet, damaged doors, walls, fences, lawns, and lost rent due to any of the above will be the responsibility of the TENANT. The TENANT is responsible for spraying for fleas, during the lease term and upon vacating the property.

LANDLORD reserves the right to revoke this consent on seven (7) days notice to TENANT, if in the opinion of the LANDLORD, the pet(s) has been a nuisance to neighbors, other residents, or has not been maintained according to the above rules or any governmental regulation or law. In the event consent is revoked, TENANT agrees to immediately and permanently remove the pet(s) from the premises. Failure to do so shall be a breach of the Lease Agreement. TENANT shall be strictly liable for the entire amount of any injury to any person or property caused by the pet and shall indemnify LANDLORD for all costs of litigation and attorney's fees resulting from same.

Realty Select Services, LLC will not be able to accept certain pets including, but not limited to: German Shepherds, Dobermans, Pit Bulls, Chows or Rotweillers, and any mixed breed, where the predominant breed is mentioned above.

I/We understand and agree to all of the above mentioned.

\_\_\_\_\_

Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Agent for LANDLORD

\_\_\_\_\_

Date

## 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.*

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### Lessor's Disclosure (Initial)

- \_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below)
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)
- \_\_\_\_\_
- \_\_\_\_\_
- 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)
- \_\_\_\_\_
- \_\_\_\_\_
- 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* via website **REALTY SELECTONLINE.COM**
- 

### Agent's Acknowledgement (initial)

- \_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U S C 4582(d) and is aware of his/her responsibility to ensure compliance.
- 

### 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.

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date

## **DRUG/CRIME FREE ADDENDUM**

In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine and/or illegal drug paraphernalia.
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.
3. Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

**RESIDENTS INITIALS:** ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

**FORM PROVIDED BY  
LAW OFFICES OF  
HEIST, WEISSE & LUCREZI, P.A.  
1-800-253- 8428**

**REALTY SELECT SERVICES, LLC**  
**450-106 State Rd. 13 N. #252 St. Johns, FL 32259-3863**  
**Office 904-349-8664 / Fax 904-230-7196**  
**Website: www.realtyselectonline.com**

**TENANT'S DIRECT DEBIT AUTHORIZATION AGREEMENT FOR ELECTRONIC DEBITS**

I hereby authorize Realty Select Service, LLC hereinafter called the Company, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries made in error to my (check one): \_\_\_checking \_\_\_savings account indicated below and the financial institution named below, hereinafter, called Depository, to debit and/or credit **the same** to such account.

FINANCIAL INSTITUTION \_\_\_\_\_ BRANCH \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_  
Routing # (1<sup>st</sup> 9 digits) Account # (4-20 digits)

This authority is to remain in full force and effective until the Company has received written notification from me and its termination in such time and in such manner as to afford **the Company** and the financial institution named above a reasonable opportunity to act on it.

NAME \_\_\_\_\_ SS # \_\_\_\_\_  
(Please print)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

Please complete for our office file information:

Home# \_\_\_\_\_ Work # \_\_\_\_\_ Other # \_\_\_\_\_

Cell # \_\_\_\_\_ Home E-mail Address \_\_\_\_\_

Office E-mail Address \_\_\_\_\_

If permissible to receive E-mails at work)

Send an E-mail to [nancy@realtyselectonline.com](mailto:nancy@realtyselectonline.com) and your address will be added to our address book for future use.

**Enclose a "VOIDED" check to ensure accuracy of information**

Property Address: \_\_\_\_\_ Rent \$: \_\_\_\_\_

State of FLORIDA \_\_\_\_\_ Tenant \_\_\_\_\_ Sworn to and subscribed before me this  
County of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public