



1 This agreement is made \_\_\_\_\_ to rent: \_\_\_\_\_  
2 hereinafter described as "Property", by and between and hereinafter described as Tenant and Concierge  
3 Realty Group, LLC or legally appointed representative of the property hereinafter described as "Owner",  
4 whose mailing address is:

5 P.O. Box 1322  
6 Ponte Vedra Beach, FL 32004

7	Tenant Name	Tenant Cell	Tenant E-Mail
8	_____	_____	_____
9	_____	_____	_____
10	_____	_____	_____

11 The Tenant agrees there shall not be more than \_\_\_\_\_ occupants living in the property.  
12 Occupants not named above consist of the following named below. No guest(s) of tenant(s)  
13 may occupy the premise for longer than two weeks within one month without prior written  
14 permission from Owner's Agent

15	NAME	RELATIONSHIP AND AGE IF UNDER 18
16	_____	_____
17	_____	_____
18	_____	_____
19	_____	_____

20 In consideration of the mutual premises contained herein, Tenant and Owner agree as follows:

21 **TERM.** Rental Payments are to begin on \_\_\_\_\_ and will end on \_\_\_\_\_.

22 Tenant or Owner may terminate this Agreement at the end of the above stated term by providing the other  
23 party **at least thirty (30) days written notice of intent to vacate** prior to the termination date of this  
24 agreement. If Tenant or Owner fails to provide written notice of intent to vacate, this Agreement will  
25 automatically renew itself on a month-to-month basis. The tenant will be given advanced notice regarding the  
26 increase in rental amount and associated fees. Other terms and conditions as stated in this rental agreement  
27 shall be the same. The month-to-month agreement shall be subject to termination by either party giving at  
28 least 30-days written notice of intent to vacate. Agent may give tenant written notice prior to the end of the  
29 rental term that the term will not extend to a month-to-month tenancy.

30 **RENT.** The total rent is to be paid in monthly installments of \_\_\_\_\_  
31 payable in advance and without demand to Concierge Realty Group, LLC. **Final month is prorated in the**  
32 **event lease did not start on the first of the month.**

33 **SECURITY/DAMAGE DEPOSIT.** As Security/Damage deposit to honor Tenants intent to fulfill the  
34 conditions of this agreement, the Tenant agrees to deposit \_\_\_\_\_.  
35 The Security/Damage/Advance rent deposits, if any, will be deposited in a noninterest bearing escrow  
36 account with First Citizens Bank. Security Deposit cannot be used to pay for last month's rent.

37 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE  
38 RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT,  
39 YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES  
40 REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE  
41 OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO  
42 THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE  
43 LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING  
44 DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN  
45 THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY  
46 OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A  
47 LAWSUIT CLAIMING A REFUND. YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE  
48 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE  
49 AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC.  
50 PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND  
51 OBLIGATIONS.

52 ASSOCIATION APPROVAL - Where applicable, this Contract is subject to and contingent upon the  
53 Prospective Tenant(s) being approved by the condominium/cooperative/homeowners' association. In the  
54 event Prospective Tenant(s) are not approved, this Contract will terminate & all deposit(s) made will be  
55 refunded to the Prospective Tenant(s) unless otherwise specified. The parties will make all reasonable efforts,  
56 including any required personal appearances to obtain Association approval. Tenants agree to abide by all  
57 rules & regulations of the Homeowner Association and their representatives.

58 **LATE PAYMENT AND RETURNED CHECKS.** The rent shall become due and payable on the first  
59 (1<sup>st</sup>) day of the month. TIME IS OF THE ESSENCE in this agreement and if owner elects to accept rent  
60 after the third (3<sup>rd</sup>) day of the month, a late charge of \$75 PLUS \$5.00 PER DAY FOR EVERY DAY AFTER  
61 THE THIRD DAY is due. In the event Tenants check is returned due to insufficient funds or any other reason  
62 Tenant agrees to pay owner's agent a service charge of 5% of the check amount plus the late charge as stated  
63 earlier. Returned checks must be reimbursed by either CASHIER'S CHECK, CERTIFIED CHECK OR

64 MONEY ORDER. If a check is returned; Tenant agrees to pay all future rents and charges in the form of a  
65 CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER.

66 Tenant(s) agree that should Owner's Agent deliver and serve upon tenants any legal notices (for non-  
67 compliance by tenant, to include 3-day notices for late rent) that tenants agree to pay a \$50.00 fee for each  
68 delivery. Tenants agree that all such fees shall be deemed as additional rent due.

69 **PETS.** Tenant shall not keep any animals or birds of any description on said premises without the written  
70 consent of the owner or owner's agent. The unauthorized presence of any pet is clearly considered an absolute  
71 violation of this rental agreement and will subject Tenant to a One-Thousand Dollar pet fee penalty per pet  
72 and possible eviction.

73 **The following breeds and or mixed breeds are not allowed in the property - German Shepherd, Akita,**  
74 **Chow, Rottweiler, Doberman, Great Dane, Pit Bull, Staffordshire Bull Terriers, American Bull Dog,**  
75 **Dalmatian, Presa Canario, Alaskan Malamutes or Siberian Husky. Tenant must provide a picture of**  
76 **their pets prior to acceptance of application. Owner's Agent reserves the right to require a statement**  
77 **from a veterinarian validating the breed.**

78 **Pet Authorized** No \_\_\_\_\_ Yes \_\_\_\_\_

79 **If, yes describe pet(s) and provide names** \_\_\_\_\_

80 **Tenants authorized to have pets will pay Owner's Agent a non-refundable fee of \$400 per pet.**

81 No part of said premises will be sublet, and this rental agreement will not be assigned or transferred in any way  
82 without prior written consent of the owner. If a request is made of Owner's Agent to add a tenant or roommate,  
83 a separate additional application will have to be completed. Tenant will bear the cost of any extra application  
84 charge.

85 **IT IS AGREED AND UNDERSTOOD THAT THE TENANT WILL INCUR THE COST OF ALL**  
86 **UTILITIES AND SERVICES FOR THE PROPERTY. THE TERMINATION OF ANY UTILITY OR**  
87 **SERVICE OR THE FAILURE TO TRANSFER SAID UTILITY OR SERVICE IN TENANT'S NAME IS**  
88 **A MATERIAL NONCOMPLIANCE OF TENANT TO THIS RENTAL AGREEMENT.**

89 **SATELLITE DISHES** may not be installed without written consent of Owner's Agent. Consent will not be  
90 unreasonably withheld. Obtaining consent can take up to a week since the installation must be consistent with  
91 Homeowner Association rules. Installation on the roof will not be permitted.

92 **ACCEPTANCE OF PROPERTY** - Tenant has inspected property before the execution of the Rental  
93 Agreement and agrees to accept property in its present condition. Tenant agrees to keep interior in good repair  
94 and clean condition. At the termination of this agreement the Tenant agrees to promptly surrender said premises  
95 to Owner's Agent in the same condition as said property was at the time during the execution of this agreement.  
96 Only ordinary wear and tear or acts of God will be accepted.

97 **REPAIRS AND MAINTENANCE** - Tenant agrees to give Owner's Agent prompt written notification of the  
98 need for any repairs to the property. In the event of damage by fire, water, acts of God, tenant shall notify  
99 Owner's Agent immediately. Owner's Agent agrees to make any necessary repairs to the property within a  
100 reasonable time provided there is written and dated receipt of such notification. The Tenant will be responsible

101 for any damage to the property beyond ordinary wear and tear and for the cost-of-service calls if the vendor is  
102 not able to confirm an issue reported by the tenant. The tenant agrees to reimburse Owner's Agent for expenses  
103 related to these matters within a thirty-day period. Owner's Agent shall not be responsible or liable for any  
104 damage or injuries to the Tenant, his family, or guests. Tenant agrees to maintain the premises in a safe and  
105 clean manner and not to paint, wallpaper, remodel, or structurally alter the property in any manner without the  
106 written permission of the Owner's Agent.

107 SERVICES - If marked, the expense and responsibility of the following items are to be that of the Tenant

108 Electric \_\_\_\_ Water \_\_\_\_ Sewer \_\_\_\_ Gas Utilities \_\_\_\_ Refrigerator Filter \_\_\_\_ Telephone \_\_\_\_

109 Add Bleach to AC Drain Tube Monthly \_\_\_\_ Change AC Filter Minimum of Every Two Months \_\_\_\_

110 Extermination of Pests Including Rats, Mice, Roaches, Fleas, and Ants \_\_\_\_

111 Mailbox Key/Lock Replacement \_\_\_\_ Light Bulb Replacement \_\_\_\_ Re-setting breakers \_\_\_\_

112 Professional cleaning of carpets at least once a year and upon vacating the Premises. Tenant must use a  
113 reputable licensed carpet cleaning company that will re-clean carpets a second time if necessary for no  
114 additional charge. Paid receipt of the professional cleaning of the carpets must be submitted upon  
115 vacating to the owner or owner's agent as verification and documentary proof. If upon vacating, carpets  
116 are not professionally cleaned to owner's satisfaction then expense of owner having to professionally  
117 clean or re-clean the carpets will be claimed against tenant deposit.

118 DAMAGE - The tenant agrees to accept responsibility for any damage to the property caused by the Tenant,  
119 the Tenant's family, or guests. Tenant also accepts the risk of damage to Tenant's property, which may be  
120 placed in the leased premises, including such property in storage areas, parking areas, or in any part of the  
121 property. The Tenant hereby waives any and all claims against the Owner or Owner's Agent out of or in any  
122 way connected with any loss of liability or damage suffered by tenant as a result of any malfunction to the  
123 water, sewer, drain pipes, and Tenant further agrees that the Owner or Owner's Agent shall not be  
124 responsible for any loss or damage suffered as a result of any failure from the air conditioning, refrigerator,  
125 utility services or temporary loss of the residential heating apparatus. Tenant is aware that Tenant's personal  
126 effects are not protected by insurance. Owner or Owner's agent will not be responsible for loss or damage of  
127 any of the Tenant's property no matter the cause. Owner and Owner's agent strongly recommend tenant  
128 purchase a renters' policy.

129 The property is to be used for residential purposes and can only be used by those persons named in this  
130 agreement. Said property shall be used to comply with all state, county, and municipal laws, and ordinances.  
131 Furthermore, Tenant agrees to not use said property or permit the same to be used for any unlawful purpose  
132 or disorderly manner, or to interfere with the neighbors' quiet enjoyment of their residences.

133 TENANT'S OBLIGATIONS REGARDING PERSONAL PROPERTY: TENANTS agree the rental  
134 premises is in an area that may be subject to storms and thus it is necessary for Tenants to take steps to  
135 protect one's personal property including but not limited to securing items that may become projectiles,  
136 keeping important documents in a location safe from damage, providing for the safekeeping of keepsakes,  
137 and obtaining appropriate insurance. Tenants understand that even with precautions, damage to personal  
138 property including vehicles may occur.

139 INDEMNIFICATION - Tenant hereby agrees to release Owner and owner's agent from liability and  
140 indemnify owner and owner's agent against all losses incurred as a result of (A) Tenants' failure to fulfill all  
141 conditions of this agreement (B) any damage or injury happening on or about the property to tenant, Tenant's  
142 invites, licensees, or such person's property, (C) Tenant's failure to comply with all requirements, imposed by  
143 any government authority, and (D) any judgment, lien, or other encumbrance filed against the property as a  
144 result of Tenant's action.

145 GUIDELINES. Personal Property: all walks, yards, drives and parking areas to be kept free and clear of all  
146 personal property such as toys, bicycles, buggies, motorcycles, and etcetera. Other than changing a tire, car  
147 repairs or dismantling is prohibited. Inoperative vehicles including those with flat tires cannot be parked on  
148 the premises. Oil and gas spills will be cleaned up at the Tenant's expense. Parking vehicles such as mobile  
149 homes, trucks, camper, boats, trailers, cars, etc. on the lawn is prohibited. Tenant agrees not to install  
150 additional locks without the written consent of Owner's Agent. If consent is granted, Tenant agrees to give  
151 owner's agent duplicated keys for each lock the same day of installation. Tenant agrees to obey all  
152 Homeowner Association Rules and Regulations. Any fines levied because of tenant(s) non-compliance will be  
153 the responsibility of the tenant(s) and shall be considered additional rent. Payment must be made to Owner's  
154 Agent within thirty days after presentation of invoice.

155 RIGHT TO ENTER – Owner or Owner's Agent shall have the right to enter the premises for inspections,  
156 maintenance, and repair or to show a prospective purchaser or tenant during reasonable hours and with  
157 proper notification to Tenants as provided by law. "Reasonable Notice" is notice given at least 12 hours prior  
158 to the entry and reasonable time shall be between the hours of 8:00 am and 7:00 pm. Notification to enter  
159 may be by telephone, hand-delivery, email, or by posting a Notice on the premises. Owner or Owner's Agent  
160 has the immediate right to enter the premises in case of emergency or to protect the premises. Should  
161 Tenants fail to allow entry to the premises after proper notification to them, they shall be responsible to  
162 Owner or Owner's Agent for liquidated damages in the amount of \$100 per event. These liquidated damages  
163 will apply if Tenants fail to meet a scheduled appointment, change the locks to prevent entry, or have a pet or  
164 other animal which makes entry dangerous. Tenant agrees that Owner's Agent is permitted to display a "For  
165 Rent" or For Sale" sign.

166 DEFAULT BY TENANT - Should tenant default in the payment of any installment of rent or compliance  
167 with any other provision of this agreement, Owner's Agent may, terminate this agreement and institute all  
168 remedies provided by the law to evict tenant. All costs and attorney's fees for removing the tenant shall be  
169 considered additional rent.

170 VACATING PRIOR TO EXPIRATION - In the event tenant vacates said premises for whatsoever reason  
171 prior to the expiration of this agreement or any extension of same, with or without notice, unless modified  
172 by a separate addendum, the tenant agrees to pay rent when due, continue utility services, and maintain the  
173 grounds and pool in accordance with this rental agreement until the property is either re-rented sold or the  
174 expiration of this rental agreement, whichever comes first. If the tenant refuses to move into the premises  
175 after executing this agreement, all the tenant's duties under this agreement, unless modified by a separate  
176 addendum, will be enforced for the period stated above.

177 PERSONAL PROPERTY - BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES  
178 THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE  
179 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED  
180 BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR

181 RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY. It  
182 is further understood that Tenant will be charged for any personal property or trash that must be hauled away  
183 once tenant has abandoned or vacated the premises.

184 RADON GAS - Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building  
185 in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon  
186 that exceed federal and state guidelines have been found in buildings in Florida. Additional information  
187 regarding radon and radon testing may be obtained from your county public health unit.

188 OTHER STIPULATIONS - 1.) Tenant must maintain utility services through the end of their lease and  
189 beyond if "move out inspection" occurs after lease expires. 2.) The keys to the rental property will be turned  
190 over to the Owner's Agent by the Tenant when the final inspection is done or when the tenant otherwise  
191 vacates the unit. 3.) Tenant shall report all infestation in the yards or house to owner's agent immediately. 4.)  
192 The Tenant shall take reasonable precautions to PROTECT THE PLUMBING IN THE EVENT OF  
193 FREEZING TEMPERATURES AND BE RESPONSIBLE FOR DAMAGES AS A RESULT OF  
194 FREEZING TEMPERATURES, INCLUDING PLUMBING REPAIRS NECESSITATED AS A  
195 RESULT OF TENANT NOT TAKING PROPER PRECAUTIONS. 5.) All communication between the  
196 Owner's Agent and tenant will be done in writing through Owner's Agent. 6.) Trampolines are not permitted  
197 on the property.

198 SMOKE DAMAGE Smoking in the residence is prohibited. Tenant agrees to be responsible for damage to  
199 carpet, paint, and other interior surfaces because of smoke odors and tar deposits due to smoking. Smoke and  
200 tar deposits may require carpet cleaning, painting, washing of walls, blinds, duct cleaning and deodorizing and  
201 neutralizing.

202 SMOKE DETECTORS - Tenants acknowledge receipt of \_\_\_\_\_ smoke detection devices in good  
203 working condition and properly installed. Tenants agree that it is their duty to regularly test the smoke  
204 detector(s) and agree to notify Owner's Agent immediately in writing of any problem, defect, malfunction, or  
205 failure of the smoke detector(s). Owner's Agent shall repair or replace the smoke detector(s), assuming the  
206 availability of labor and materials in the event we notify Owner's Agent of any defect in writing. Tenants  
207 agree to replace the smoke detector(s) battery(s), if any, at any time the existing battery becomes  
208 unserviceable. Chirping might occur if batteries need replacement. Tenants agree to reimburse Owner's Agent  
209 upon request, for the cost of a new smoke detector(s) and the installation thereof in the event the existing  
210 smoke detector(s) becomes damaged by tenants, or their guests or invitees. Tenants acknowledge and agree  
211 that Owner's Agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s)  
212 and tenants assume full and complete responsibility for all risk and hazards attributable to, connected with or  
213 in any way related to the operation, malfunction or failure of the smoke detector(s), regardless of whether  
214 such malfunction or failure is attributable to, connected with, or in any way related to the use, operation,  
215 manufacture, distribution, repair, servicing or installation of said smoke detector(s). No representation,  
216 warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by Owner's  
217 Agent or employees to tenants regarding said smoke detector(s) or the alleged performance of the same,  
218 Owner's Agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and  
219 expressly disclaims all warranties of fitness for a particular purpose, of habitability, or all other expressed or  
220 implied property caused by: (1) Tenants' failure to regularly test the smoke detector(s). (2) Tenants' failure to  
221 notify Owner's Agent of any problem, defect, malfunction, or failure of smoke detector(s). (3) Theft of the  
222 smoke detector(s) or its serviceable battery; and/or (4) False alarms produced by the smoke detector(s).

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

229 CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems  
230 in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air  
231 during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED ALWAYS IF UNIT HAS AIR  
232 CONDITIONING.

233 TENANT(S) AGREE TO

- 234 • KEEP THE PREMISES CLEAN & REGULARLY DUST, VACUUM & MOP, USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- 235 • KEEP CLOSET DOORS AJAR, AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- 236 • USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A ENOUGH TIME TO REMOVE MOISTURE
- 237 • USE CEILING FANS IF PRESENT, WATER ALL INDOOR PLANTS OUTDOORS
- 238 • WIPE DOWN ANY MOISTURE AND/OR SPILLAGE, WIPE DOWN ANY VANITIES/SINK TOPS
- 239 • WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING, AVOID AIR DRYING DISHES
- 240 • NOT "HANG-DRY" CLOTHES INDOORS, OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- 241 • WIPE DOWN FLOORS IF ANY WATER SPILLAGE, HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- 242 • SECURELY CLOSE SHOWER DOORS IF PRESENT, LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- 243 • USE DRYER IF PRESENT FOR WET TOWELS, USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- 244 • REMOVE ANY MOLDY OR ROTTING FOOD, REMOVE GARBAGE REGULARLY
- 245 • WIPE DOWN ALL VISIBLE MOISTURE, WIPE DOWN WINDOWS AND SILLS IF MOISTURE IS PRESENT
- 246 • INSPECT FOR LEAKS UNDER SINKS, CHECK ALL WASHER HOSES IF APPLICABLE
- 247 • REGULARLY EMPTY DEHUMIDIFIER IF USED

248 TENANT SHALL REPORT IN WRITING

- 249 • VISIBLE OR SUSPECTED MOLD, ALL A/C OR HEATING PROBLEMS OR SPILLAGE/PLANT WATERING OVERFLOWS, MUSTY ODORS,
- 250 SHOWER/BATH/SINK/TOILET OVERFLOWS, LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- 251 • DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMS, CEILING
- 252 • MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- 253 • MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES OR ANYWHERE IN THE UNIT
- 254 • LOOSE, MISSING OR FAILING GROUT, FAUCETS, COUNTERTOPS, CLOTHING DRYER VENT LEAKS

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

259 FIREPLACE If present, the tenant will use the fireplace at their own risk. The tenant will immediately notify  
260 the landlord of any repairs required in the operation or structure of the fireplace. The tenant will pay the full  
261 cost of the repairs to the fireplace or the rental premises for damage caused by the negligence use or  
262 maintenance of the fireplace by the tenant or the tenant's occupants, guests, or invitees. The tenant  
263 acknowledges that the operation of the fireplace could produce poor air quality. The tenant assumes all  
264 liability for any property damage or personal injury due to the negligent operation of the fireplace. Tenant will

265 read & comply with the Wood Burning Safety Tip Sheet published by the Fire Safety Administration at  
266 [http://the707.net/wp-content/uploads/sites/1298/2015/06/Wood\\_Burning\\_Safety\\_Tip\\_Sheet.pdf](http://the707.net/wp-content/uploads/sites/1298/2015/06/Wood_Burning_Safety_Tip_Sheet.pdf)  
267 The tenant acknowledges that the fireplace is an amenity, and its use is not a material term of the lease should  
268 the landlord choose to disable the fireplace during the term of the lease.

269 WAIVER OF JURY TRIAL - All controversies and claims between Owner, Owner's Agent, Broker, and  
270 Tenant(s), directly or indirectly arising out of or relating to this agreement will be determined by a non-jury  
271 trial. Owner's Agent, Broker, and Tenant(s) jointly and severally, hereby knowingly, voluntarily, and  
272 intentionally waive all right to a trial by jury in any litigation, action or proceeding involving Owner's Agent,  
273 Broker, and Tenant (s), whether arising directly or indirectly from this agreement or relating thereto. Each  
274 party will be liable for their own costs and attorney's fees. Notwithstanding the foregoing, in the event of a  
275 dispute between Owner's Agent, Broker, and Tenant(s) as to entitlement to deposit(s), Tenant(s) hereby  
276 agrees that Broker holding the deposit must disburse the funds in accordance with Florida Statutes.

277 MISCELLANEOUS - It is expressly understood that Owner's Agent in no way warrants or represents the quality of  
278 the indoor environment of the premises and no claims will be made as to Owner's Agent regarding same or regarding  
279 consequence of any health claims that may arise as a result of any airborne particulate, including but not limited to  
280 molds, mildew, spores, and electromagnetic fields, whether natural or man-made., Owner's Agent hereby advises  
281 Tenant(s) that all inspections performed by Owner's Agent are primarily for purposes of discovering and noting certain  
282 cosmetic conditions which may or may not affect the property's working condition and is primarily intended to affirm  
283 the "As is" condition of the property. The provisions of the "Property Inspection" signed by Tenant and Owner, or  
284 Owner's Agent's, are expressly herein. All notices and communications required to be given at the addresses set forth  
285 herein. No modification of this agreement shall be effective unless in writing and signed by the parties. This agreement  
286 shall not be construed more strictly against one party by reason of the rule of construction that a document is to be  
287 construed more strictly against the part who prepared it. This agreement may be executed in any number of  
288 counterparts, any one or all of which shall be deemed an original.

289  
290 **Approximately eight to ten weeks after the start of this lease, the Owner's Agent will at a time convenient for tenant**  
291 **perform a post lease visit. The Owner's Agent will report the condition of the property to the Owner.**

## Sod and Shrub Care

292 \_\_\_ Tenant(s) have NO responsibility for sod, beds, and shrub care.

293 \_\_\_ Tenants DO HAVE RESPONSIBILITY for sod, beds, and shrub care. **Pictures taken by**  
294 **Owner's Agent within one week prior to the start of tenancy are attached.** Tenant(s) will initial these  
295 pictures if they agree they are representative of sod, beds, and shrubs at start of tenancy. Lease requires, that tenant(s)  
296 maintain the sod, beds, and shrubs of the rental property: "Maintaining Includes Mowing and Edging Weekly,  
297 Trimming Shrubs & Small Trees, Weeding the Beds, and Watering the Lawn. Watering should be consistent with the  
298 following from floridaswater.com:

The St. Johns River Water Management District's watering restrictions are designed to ensure the efficient use of water for landscape irrigation. The restrictions allow enough water to maintain healthy landscapes year-round. The mandatory restrictions specify the time when watering may occur, the amount of water that may be applied, and the days when watering may occur for residential and nonresidential locations. Restrictions - Irrigation is prohibited between 10 a.m. & 4 p.m. During daylight saving time (2nd Sunday in March until the 1st Sunday in Nov.) irrigation is limited to no more than two days per week on scheduled days. Irrigation is allowed on Wed. & Sat. at addresses that end in an odd number or have no address. Irrigation is allowed on Thurs. & Sun. at addresses that end in an even number. During Eastern Standard Time (first Sun. in Nov. until the second Sun. in March) irrigation is limited to no more than 1 day per week on scheduled days. Irrigation is allowed on Sat. if addresses end in an odd number or have no address. Irrigation is allowed on Sun. at addresses that end in an even number. Irrigation is limited to no more than  $\frac{3}{4}$  inch of water per zone per irrigation day. Irrigation is limited to no more than one hour per irrigation zone per irrigation day. Irrigation of new landscape is allowed any day and any time for the initial 30 days and every other day for the next 30 days for a total of one 60-day period if the irrigation is limited to the minimum amount necessary for establishment. Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides when required by law, the manufacturer, or best management practices, is allowed anytime within 24 hours of application. This Watering in may not exceed  $\frac{1}{4}$  inch of water per application except as otherwise required by law, the manufacturer, or best management practices. Irrigation systems may be operated anytime for maintenance and repair purposes, not to exceed 20 minutes per hour per zone. Irrigation using a hand-held hose equipped with a spray nozzle that can be adjusted so water flows only as needed is allowed anytime.

The following describes the condition of the sod & shrubs and beds at your property on the day lease began. It also provides information about the irrigation system and services provided by the owner.

299 \_\_\_\_\_  
300 \_\_\_\_\_  
301 \_\_\_\_\_  
302 \_\_\_\_\_  
303 \_\_\_\_\_  
304 \_\_\_\_\_  
305 \_\_\_\_\_  
306 \_\_\_\_\_  
307 \_\_\_\_\_  
308 \_\_\_\_\_



## Addendum to Lease

### Liquidated Damages/Termination Fee

332 Section 83.595, Florida Statutes allows the landlord to use a separate addendum at lease signing that will give the tenant a  
333 choice: either pay liquidated damages (also named termination fee) in the amount of up to two months' rent in the event of a  
334 skip or tenant early termination, OR pay rent until the unit is re-rented, and gamble that the unit will be re-rented quickly.

335 The tenant(s) must initial one of the following two choices at the time this lease is executed.

336 \_\_\_\_\_ I/we agree, as provided in the rental agreement to pay \_\_\_\_\_ (an amount that  
337 does not exceed 2 months' rent) as liquidated damages or an early termination fee if I/we elect to terminate the rental  
338 agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord re-takes  
339 possession.

340 OR

341 \_\_\_\_\_ I/we do not agree to the liquidated damages or an early termination fee and acknowledge that the  
342 landlord may seek damages as provided by law.

343 \_\_\_\_\_  
344 Tenant Signature Date

345 \_\_\_\_\_  
346 Tenant Signature Date

347 \_\_\_\_\_  
348 Tenant Signature Date