

LEASE AGREEMENT

This **RESIDENTIAL LEASE AGREEMENT** (hereinafter the "Lease" and/or the "Agreement"), is made and entered into this ____ day of _____, **20** (the "Effective Date"), by and between the **City of Orlando, Florida**, hereinafter be referred to as "LANDLORD"; and _____, hereinafter referred to as "RESIDENT" (with residents listed jointly and severally if more than one).

THIS LEASE AGREEMENT SHALL SUPERSEDE AND REPLACE ANY AND ALL PREVIOUS LEASE AGREEMENTS, AMENDMENTS, AND/OR ADDENDA FOR THE LEASED PREMISES DETAILED IN THIS LEASE AGREEMENT.

1. DEMISE: In exchange for valuable consideration including, without limitation, the promise by Resident to pay LANDLORD the rental payments set forth herein, and the performance by Resident of all other terms, conditions and covenants contained in this Lease, as well as any addenda hereto (any and all such addenda are incorporated herein by reference and made a part hereof) LANDLORD agrees to lease to RESIDENT and RESIDENT agrees to lease from LANDLORD, for use solely as a private residence, the premises located at _____, in Orange County, City of Orlando, Florida, 32_____. (the "Leased Premises").

2. RENT: RESIDENT agrees to pay to LANDLORD \$_____ in advance at the commencement date of this Lease and thereafter the first day of each and every consecutive calendar month thereafter, by personal check, money order or cashier's check, as the monthly rental amount (hereinafter "Rent").. **It is agreed that at no time shall cash be accepted by LANDLORD for payment of Rent. The LANDLORD reserves the right not to accept more than one personal check for payment of the Rent even if there is more than one resident.** LANDLORD shall not accept payment of Rent from a non-resident. For purposes of this Lease Agreement it shall irrefutably presumed that Resident has not paid Rent unless Resident can produce a canceled check or money order purporting proof that Rent has been paid to LANDLORD.

3. SECURITY DEPOSITS: RESIDENT has deposited with LANDLORD a Security Deposit in the sum of **Zero and No/100s Dollars (\$0.00)**, receipt of which is hereby acknowledged.

4. LATE PAYMENT AND RETURNED CHECKS AND CHARGES: Rent is due on the 1st day of each month and is considered late on the 2nd day of each month. If the total rent is not received by the 5th day of the month, a late fee of **\$75.00** will be incurred on the 5th day of the month. If the RESIDENT does not pay the full amount of payments by the fifth day of the month, the LANDLORD may collect an additional fee of **\$5.00** on the 6th day of the month; and thereafter, the LANDLORD may collect **\$1.00** for each additional day the Rent remains unpaid during the month it is due. The LANDLORD may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of Rent. The LANDLORD may collect a fee of **\$ 50.00** on the second and/or any additional time a check is not honored for payment (bounces / NSF). LANDLORD reserves the right, in LANDLORD's sole discretion, to require RESIDENT to make future payments by Money Order or Cashier's Check following the second occurrence of such event. Late fees will also be applied if Rent is paid with a dishonored check.

Late fees will be due even if Rent remains unpaid and LANDLORD proceeds with an eviction and breach of contract action.

All payments received after the 5th day of the month must be made by: money order, cashier's check or certified check. LANDLORD may issue a Three-Day Notice if Rent is not paid by the 1st day of each month.

RESIDENT agrees that any check dishonored by the bank shall be redeemed from LANDLORD by RESIDENT in full, including charges as aforesaid, by cashier's check, money order or certified check within

twenty-four (24) hours of delivery of written demand by LANDLORD. Any dishonored check which is returned and/or redeemed after the date Rent is due under this lease shall be deemed delinquent and such Rent payment shall be subject to the late fee and penalties set forth herein. RESIDENT shall pay to LANDLORD any and all costs incurred by LANDLORD in the collection of any dishonored check. Returned checks shall not be re-deposited.

In the event two checks are dishonored, RESIDENT agrees to pay all future Rent and other charges by cashier's check, certified check or money order. LANDLORD shall not accept personal checks thereafter.

5. REGULARLY SCHEDULED RECERTIFICATIONS. Every year on or about the **1st** day of **November** the LANDLORD will request the RESIDENT to report the income and composition of the RESIDENT's household and to supply any other information required by HUD for the purposes of determining the RESIDENT's rent and assistance payment, if any. The RESIDENT agrees to provide accurate statements of this information and to do so by the date specified in the LANDLORD's request. The LANDLORD will verify the information supplied by the RESIDENT and use the verified information to recompute the amount of the RESIDENT's Rent and assistance payment, if any.

If the RESIDENT does not submit the required information by the date specified in the LANDLORD's request, the LANDLORD may impose the following penalties. The LANDLORD may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations.

- a) Require the RESIDENT to pay the higher, HUD-approved market rent for the unit.

6. UTILITIES: RESIDENT agrees to pay all utilities and/or services based upon occupancy of the Leased Premises.

7. OCCUPANTS: Guest(s) staying over 15 days without the written consent of LANDLORD shall be considered a breach of this Agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of LANDLORD obtained in advance _____.

8. PETS: No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the Leased Premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the LANDLORD. Such consent, if granted, shall be revocable at LANDLORD'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$_____ shall be required along with additional monthly rent of \$_____ along with the signing of LANDLORD'S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by LANDLORD to cover possible liability and damages that may be caused by such animals.

9. LIQUID FILLED FURNISHINGS: No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the LANDLORD. RESIDENT also agrees to carry insurance deemed appropriate by LANDLORD to cover possible losses that may be caused by such items.

10. PARKING: When and if RESIDENT is assigned a parking area/space on LANDLORD'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space: Garage and/or Driveway. The parking fee for this space (if applicable is \$ N/A – included in Rent) monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking

space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by LANDLORD.

11. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the Leased Premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this Agreement.

12. DESTRUCTION OF PREMISES: If the Leased Premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, LANDLORD or RESIDENT may terminate this Agreement immediately upon three-day written notice to the other.

13. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the Leased Premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by LANDLORD are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the Leased Premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to LANDLORD in clean and good condition except for reasonable wear and tear and the Leased Premises shall be free of all personal property and trash not belonging to LANDLORD. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

By signing this Agreement, the RESIDENT acknowledges that the unit is safe, clean and in good condition. The RESIDENT agrees that all Appliances and equipment in the unit are in good working order. The RESIDENT also agrees that the LANDLORD has made no promises to decorate, alter, repair or improve the unit.

14. PROPERTY LOSS. LANDLORD shall not be liable for any damages or losses to person or property caused by persons other than LANDLORD. LANDLORD shall not be liable for personal injury or damage or loss to Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, or other causes whatsoever whether caused by negligent acts of LANDLORD, its agents or servants otherwise. **We strongly recommend that Resident secures insurance to protect Resident and Resident's property.** LANDLORD's property insurance does not cover risk of loss to any of Resident's property. Also, if any of LANDLORD's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not required of LANDLORD under this Agreement such employee shall be deemed as an agent of Resident regardless of whether or not payment is made by Resident for such service.

15. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the Leased Premises without the written consent of the LANDLORD except as may be provided by law.

16. PROPERTY MAINTENANCE: RESIDENT shall maintain the Leased Premises in good, clean and reasonable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event RESIDENT or RESIDENT'S guests or invitees

cause any damage to the premises, LANDLORD may at its option repair same and RESIDENT shall pay for the expenses of same on demand or LANDLORD may require RESIDENT repair same, all charges incurred as additional rent. RESIDENT shall be fully responsible for, and agrees to maintain and repair at RESIDENT'S expense, the following: Light bulbs and Smoke Alarm batteries. In the event a major repair to the premises must be made which will necessitate the RESIDENT'S vacating the premises, LANDLORD may at its option terminate this agreement and RESIDENT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. RESIDENT shall notify LANDLORD immediately of any maintenance need or repair in writing. RESIDENT agrees that they shall immediately test the smoke detector and shall maintain same.

The LANDLORD, its employees and agents, shall have the right at all reasonable times to enter the Leased Premises to show to prospective tenants or purchasers, and to perform inspections and/or necessary maintenance or repairs for the benefit or welfare of the Leased Premises or as required or permitted under state law. In case of emergency, LANDLORD may enter at any time to protect life and prevent damage to property. RESIDENT may not change or add door locks without written approval from LANDLORD, its employees and agents.

17. HOUSE RULES: RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this agreement, and a violation of any of the house rules is considered a breach of this Agreement.

18. CHANGE OF TERMS: The terms and conditions of this Agreement are subject to future change by LANDLORD after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

19. TERM OF LEASE: The term of this lease shall be one year commencing on _____, 2017 and expiring on _____, 2018 (hereinafter the "Term"). The RESIDENT shall vacate the Leased Premises at the expiration of the Term, and there shall be no renewal options. If RESIDENT fails to vacate the Leased Premises at the end of the Term, RESIDENT will be charged double-rent for each month that RESIDENT holds over.

20. POSSESSION: If LANDLORD is unable to deliver possession of the Leased Premises to RESIDENT on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or LANDLORD may immediately cancel and terminate this Agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

21. INSURANCE: RESIDENT acknowledges that LANDLORDS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall LANDLORD be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

22. RIGHT OF ENTRY AND INSPECTION: LANDLORD may enter, inspect, and/or repair the Leased Premises at any time in case of emergency or suspected abandonment. LANDLORD shall give 24-hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. LANDLORD is permitted to make all alterations, repairs and maintenance that

in LANDLORD'S judgment is necessary to perform.

23. ASSIGNMENT: RESIDENT shall not transfer, assign or sublet the Leased Premises or any part thereof.

24. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

25. NO WAIVER: LANDLORD'S acceptance of Rent with knowledge of any default by RESIDENT or waiver by LANDLORD of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by LANDLORD of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

26. ATTORNEY FEES: If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

27. JOINTLY AND SEVERALLY: The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

28. REPORT TO CREDIT/RESIDENT AGENCIES: You are hereby notified that a nonpayment, late payment or breach of any of the terms of this Agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

29. LEAD NOTIFICATION REQUIREMENT: For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: *(Please check)*

_____ Lead Based Paint Disclosure Form

_____ EPA Pamphlet

30. ADDITIONS AND/OR EXCEPTIONS

31. NOTICES: All notices to RESIDENT shall be served at the Leased Premises and all notices to LANDLORD shall be served at

32. INVENTORY: The Leased Premises contain the following items, that the RESIDENT may use.

33. KEYS AND ADDENDUMS: RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: *(Please check)*

of Keys _____ Purpose _____

House Rules _____ Pet Agreement _____ Other _____

34. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between LANDLORD and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

35. APPLICABLE LAW/VENUE. This Lease shall be construed in accordance with the laws of the State of Florida. The location for the settlement of any disputes arising out of this Lease shall be Orange County, Florida.

36. RECEIPT OF AGREEMENT: The undersigned RESIDENT(S) have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature: _____ Date: _____, 20____

Print RESIDENT Full Name: _____

RESIDENT'S Signature: _____ Date: _____, 20____

Print RESIDENT Full Name: _____

LANDLORD's or Agent Signature: _____ Date: _____, 20____

Print LANDLORD's Full Name & Title: _____

(**Note:** No representation is made as to the legal validity or the adequacy of any provision in this Agreement. If you desire legal advice, consult your attorney.)

Addendum

NSP Rental Lease

RULES AND REGULATIONS

THESE RULES AND REGULATIONS CONSTITUTE AN INTEGRAL PART OF THE LEASE TO WHICH IT IS APPENDED AND THEY SHALL HAVE THE SAME FORCE AND EFFECT AS COVENANTS TO SAID RENTAL AGREEMENT.

The following conduct is contrary to the good interest of the Residents and the management of this premises and is deemed unacceptable, thus such conduct is prohibited on the premises of the LANDLORD:

Part A

1. The possession, use or distribution of any controlled substance or counterfeit substance, as those terms are defined under the laws of the United States.
2. The commission in the leased premises or at the residence or anywhere of any act which violates the criminal laws of the United State of the United States of America or the code of the county in which the premises are located.
3. Using or permitting the leased premises or any part of the residence to be used for any unlawful, improper or disorderly purpose, or committing or permitting the Commission or a breach of the peace or nuisance therein or thereon.
4. In its sole discretion, the LANDLORD or LANDLORD Agents may request any guest or invites of the Resident to leave the residence if the LANDLORD believes, in its sole opinion that the guest or invites is creating a nuisance therein or thereon.
5. The use of the demised premises for any purpose in violation of any federal or state statute or county or municipal ordinance.
6. Carrying or using firearms or other dangerous weapons on the premises, or threatening or harming other residents or visitors with such weapons.
7. Damaging or destroying property of the LANDLORD or of a resident of the residence or a visitor of a resident.
8. Threatening to strike or strike or striking a resident or employee of the LANDLORD.
9. Participating in or exhibiting conduct that adversely affects the health, safety or welfare of

any resident or employee of the LANDLORD.

Part B

Residents and guests shall have due consideration for the comfort and enjoyment of the other nearby Residents in the neighborhood, which shall include the following:

- a. No musical instruments, radio, stereo, television or any other piece of entertainment shall be played so that the sound from it is audible outside the Resident' s house.
- b. There should not excessive traffic in and out of the residence at any hour of the day or night.
- c. The Resident shall not make or permit a disturbance or noised that is disruptive of the peace and quiet of anyone living within the nearby residence.
- d. Resident shall not interfere with management in the performance of their duties, nor Resident make any threats to any Management personnel. Violation of this provision shall be considered a material breach of the lease entitling LANDLORD to terminate the Resident's right of occupancy immediately:
- e. While on the property of LANDLORD, Resident shall not act in any loud, rude, demeaning, disruptive or threatening manner to any nearby residents, employees, agents, contractors, invitees or licensees of LANDLORD. In the event that the resident(s) defaults under this lease provision, Resident agrees that Resident shall be subject to removal of Resident proceedings and that Resident's tenancy may be terminated by written notice, without Opportunity to cure, pursuant to State Statutes.

Those acts that a Resident is prohibited from doing shall also not be done by the Resident's family. guest or visitors The Resident assumes the responsibility of so informing his family, guests and visitors of these prohibitions and further, assumes the responsibility for any misconduct on the part of any of them. By the execution of the attached lease, the parties agree that the violation by the Resident of any of the rules and regulations in Part A and B above, shall be deemed a breach of a material provision of the rental agreement, and they further acknowledge and agree that such noncompliance by the Resident is such nature that he should not be given an opportunity to cure it. The violation shall be deemed a breach of the lease agreement that shall entitle the LANDLORD to bring an action to recover possession of the leased premises from the Resident.

Part C

Maintenance Items

LANDLORD agrees to repair the following maintenance items promptly after lease signing.

1.

RESIDENT SIGNATURE: _____ **Date:** _____