

**RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL HOUSING (OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME, CONDOMINIUM, OR COOPERATIVE (FOR A TERM NOT TO EXCEED ONE YEAR)**

(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

AN ASTERISK (\*) OR A BLANK SPACE ( ) INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.

NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

I. TERM AND PARTIES. This is a lease (the "Lease") for a period of 2 months (the "Lease Term"), beginning (number)

February 1, 2019 and ending March 31, 2019 between (month, day, year) (month, day, year)

Barbara D Jones, Gregory Jones Kimberly Jones and Daun Franklin Nowak Suzanne Estelle Nowk (name of owner of the property) (name(s) of person(s) to whom the property is leased)

(In the Lease, the owner, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

Landlord's E-mail Address: lkim30@yahoo.com & horzonalrhc@yahoo.com  
Landlord's Telephone Number: (706) 830-6999  
Tenant's E-mail Address: \_\_\_\_\_  
Tenant's Telephone Number: \_\_\_\_\_

II. PROPERTY RENTED. Landlord leases to Tenant apartment or unit no. T-601 in the building located at

355 S Ocean Drive T-601, Hutchinson Island, FL 34949 known as (street address)

AVALON BEACH CLUB Fort Pierce (name of apartment or condominium) (city)

Florida 34949, together with the following furniture and appliances: (zip code)

REFRIGERATOR: MICROWAVE: STOVE: DISPOSAL: DISHWASHER: WASHER: DRYER: TV

(List all furniture and appliances. If none, write "none.") (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises.")

III. COMMON AREAS. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part.

IV. RENT PAYMENTS AND CHARGES. Tenant shall pay rent for the Premises in installments of \$ 3,500.00 each on the 1ST day of each December [month, week] (a "Rental Installment Period," as used in the Lease, shall be a month if rent is paid monthly, and a week if rent is paid weekly.)

Tenant shall pay with each rent payment all taxes imposed on the rent by taxing authorities. The amount of taxes payable on the beginning date of the Lease is \$ 805.00 for each installment. The amount of each installment of rent plus taxes ("the Lease Payment"), as of the date the Lease begins, is \$ 7,805.00. Landlord will notify Tenant if the amount of the tax changes. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash, valid check, or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations.

Tenant DM, SM and Landlord [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 18. RLAUCC-1x Rev. 7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

Unless this box  is checked, the Lease Payments must be paid in advance beginning December 1, 2018 (date)

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from (date) \_\_\_\_\_ through \_\_\_\_\_ (date) \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ and shall be due on \_\_\_\_\_ (date) \_\_\_\_\_ (If rent paid monthly, prorate on a 30-day month.)

**V. DEPOSITS, ADVANCE RENT, AND LATE CHARGES.** In addition to the Lease Payments described above, Tenant shall pay the following: (check only those items that apply)

- a security deposit of \$ 1,000.00 to be paid upon signing the Lease.
- advance rent in the amount of \$ 8,030.00 for the Rental Installment Periods of December 1, 2018 to be paid upon signing the Lease.
- a pet deposit in the amount of \$ N/A to be paid upon signing the Lease.
- a late charge in the amount of \$ \_\_\_\_\_ for each Lease Payment made more than \_\_\_\_\_ days after the date it is due.
- a bad check fee in the amount \$ 20.00 (not to exceed \$20.00 or 5% of the Lease Payment, whichever is greater) if Tenant makes any Lease Payment with a bad check. If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order.
- Other: \$225.00 CLEANING FEE; \$125.00 TO AVALON BEACH CLUB HOA
- Other: CANCELLATION NOTICE: TENANTS AGREE TO PROVIDE 30 DAYS OF CANCELLATION NOTICE PRIOR TO START DATE of 2/1/19

**VI. SECURITY DEPOSITS AND ADVANCE RENT.** If Tenant has paid a security deposit or advance rent the following provisions apply:

- A. Landlord shall hold the money in a separate interest-bearing or non-interest bearing account in a Florida banking institution for the benefit of Tenant. If Landlord deposits the money in an interest bearing account, Landlord must pay Tenant interest of at least 75% of the annualized average interest paid by the bank or 5% per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or
  - B. Landlord must post a surety bond in the manner allowed by law. If Landlord posts the bond, Landlord shall pay Tenant 5% interest per year.
- At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease term.
- C. If Landlord rents 5 or more dwelling units, then within 30 days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant in writing of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

**VII. NOTICES.** Mayrabis Soia McCurdy and Company Realty #772-221-0000 is Landlord's Agent. All notices to Landlord and all

Lease Payments must be sent to Landlord's Agent at Gregory Jones & Kimberly Jones (Address)

unless Landlord gives Tenant written notice of a change. Landlord's Agent may perform inspections on behalf of Landlord subject to Article XII below. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord or Landlord's Agent.

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

**VIII. USE OF PREMISES.** Tenant shall use the Premises only for residential purposes. Tenant also shall obey and require anyone on the Premises to obey all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises.

If the Premises are located in a condominium or cooperative development the Lease and Tenant's rights under it including as to the common areas, are subject to all terms of the governing documents for the owners, including, without limitation, any Declaration of Condominium or proprietary lease, and any restrictions, rules and regulations now existing or hereafter adopted, amended or repealed.

Tenant DM, SM and Landlord [Signature] acknowledge receipt of a copy of this page, which is page 4 of 10. REGALIA FOR THE... (partially obscured text)