



Please complete all requested information in this form. No space is guaranteed unless applicant has a notarized application and a signed lease on file. Thank you for your interest in our community.

Leased Property Address: _____ Tallahassee, FL 32301
Effective Date of Lease _____ Termination Date: _____
Monthly Rental Amount \$ _____ Due & payable on the first (1st) day of each month
Amount of Deposit \$ _____ Date Paid _____

RENTAL AGREEMENT

This agreement made and entered into this _____ day of _____, 200__ by and between Monte Cristo of Tallahassee, Inc., of Tallahassee, hereinafter referred to as Lessor and _____, hereinafter referred to as Lessee(s).

WITNESSETH:

1. **DEMISE AND TERM:** In consideration of the rent reserved herein to be paid by Lessee(s) and of the covenants, agreements and conditions hereinafter contained to be kept, performed and observed by said Lessee(s) does hereby Lease unto Lessee(s) property located at _____, Tallahassee, 32301 County of Leon, State of Florida together with the furnishings and equipment shown, if any, on the attached inventory signed by the Lessee(s) to be used and occupied by Lessee(s) as a private residence and for no other purpose, for that term of one year beginning on the Effective Date and ending on the Termination Date as stated above.

2. **RENT:** Lessee(s), in consideration of the demise and of the covenants and agreements made herein by Lessor, leases the leased premises for said term and does hereby promise to pay the Lessor, his representatives and assigns as rental for the leased premises, the total sum of _____ dollars (\$_____). Said rent is payable in monthly installments of \$_____ which shall be due and payable on the first day of each month during said term at the office of the Lessor; without notice until the entire amount is paid, the last such installment being on the first day of _____, 200__. All notices and payments shall be sent to the Lessor at 4708 Capital Circle, Northwest, Tallahassee, FL 32303 unless and until the Lessor otherwise notifies the Lessee(s). If the term of the lease should start on a day other than the first day of the month, rents shall be pro-rated during the first month so that successive payments will fall due on the first day of each month thereafter. Rent pro-ration for the period of _____ shall be \$_____ to be included with the deposit and **paid for in certified funds** (cashier's check, money order) upon execution of this lease agreement.

3. **DUE DATE OF RENT:** Rent for the first month shall be paid upon execution of the Lease. In the event that Lessee(s) is in default of this Lease, then Lessor at Lessor's option may declare all rent due for the full term hereof to be due and payable in full at once. Lessee(s) understands and agrees that the rent will be due and payable on or before the first day of each month. Rent paid on the 6th day of the month is subject to a \$100.00 late charge as additional rent. Any monies shall be deemed as rent under this lease. Payments to be applied to oldest outstanding balance.

4. **INCREASE IN RENT:** Lessor, in its sole discretion, may raise the rent set forth herein by providing the Lessee(s) with thirty days notice in writing of such fact. Lessee(s) may, within fifteen days of receipt of such notice, indicate to the Lessor by written notice that Lessee(s) intends to vacate the premises at the end of that calendar month, or at the end of the thirty days from the receipt of the Lessor(s) notice to the Lessee(s) of the rent increase whichever occurs later. Upon timely notice being given by the Lessee(s), as provided for in this subsection, vacation of the premises by the Lessee(s) shall not be deemed a default and Lessee(s) shall not be liable for future rental installments as called for in this agreement. If the Lessee(s) does not give timely notice and vacates as provided for herein, he shall be conclusively deemed to have consented to such increase in rent and shall be liable for that amount and all future payments for the full term of this agreement.

5. **SECURITY DEPOSIT:** It is mutually agreed between the Lessor and the Lessee(s) that the deposit above specified shall be held as a security deposit against damage or loss to the rental unit and as liquidated damages if the Lessee(s) does not remain in possession of the premises for the entire term of this agreement, or for unpaid rent at the time the Lessee(s) vacates the premises. Lessee(s) may not at any time apply any portion of this deposit to rent due and payable to Lessee(s). In the event of uncleanness in or damages to the leased premises or to any furnishings and equipment on the leased premises, and any unpaid late charges that have accrued over the term of the lease, or any other damages sustained by Lessor on account of Lessee(s) default, in an amount exceeding the security deposit, Lessor reserves the right to collect from Lessee(s) any excess amount including costs and a reasonable attorney's fees if legal action is necessary to collect the same. The Lessor shall return the security deposit or give Lessee(s) written notice, to last known address, of intention to impose claim within 30 days of the expiration of this rental agreement or upon vacancy by Lessee(s).

6. **ALTERATIONS TO PREMISES:** The Lessee(s) hereby agrees that no alterations, additional locks, or bolts to the doors or windows are to be made or added, or paints or stains or nails, screws, tape or glue to the woodwork, wall, floors or furnishings, are to be applied without the written consent of the Lessor.

7. **UTILITIES:** All Utilities (including but not limited to electricity, sewage, waste and garbage) are to be paid by the Lessee(s) unless otherwise specified.

8. **DELAYED OCCUPANCY:** If possession of the leased premises is not delivered to Lessee(s) at the beginning of the term because of the holding over of any previous occupant of said premises, or as the result of any cause or reason beyond the direct control of Lessor, Lessor shall not be liable in damages to Lessee(s) therefore, but during the period Lessee(s) shall be unable to occupy the leased premises, the rental therefore shall be abated. If the Lessor is not able to deliver possession to Lessee(s) within fifteen (15) days of the date named for the commencement of said term, Lessee(s) may cancel and terminate this lease.

9. **INTERRUPTION OF SERVICES:** Lessor shall not be liable for any claim of damages or rebate or charge of any kind whatsoever in case of the interruption of the supply of any services, including but not limited to water, heat, electric current, elevator service or refrigeration association by accident, failure to power supply, or any other cause beyond the control of Lessor.

10. **ASSIGNMENT OF LEASE:** Lessee(s) shall not assign, sub-let, transfer, or re-lease the leased premises or any part thereof without the **written permission** of the Lessor. Should Lessor agree to an assignment, subletting, transfer, or re-lease of the leased premises, Lessee(s) agrees to pay Lessor a service fee of \$300.00 or an amount equal to one-half of the monthly rent whichever is greater. Such assignment, subletting, transfer, or re-lease shall not relieve Lessee(s) of any of his obligations under this lease agreement **unless a written release is signed by Landlord or Manager**. In the event Lessor does agree to any assignment, sub-letting, transfer, or re-lease **Lessee(s) shall not be permitted to transfer the security deposit to the account of the sub-lessee or new lessee**. The current tenant is responsible for all costs associated with this endeavor including but not limited to advertising costs, maid service, carpet cleaning and repair of any damages created during the current tenant's lease term.

11. **CONDEMNATION:** If the whole or any part of the leased premises shall be taken by any condemnation proceedings, this lease agreement shall terminate at the time of the condemning authority takes possession of the part so taken. All damages awarded for such taking shall belong to the property of Lessor.

12. **LIABILITY:** The Lessor shall not be liable to Lessee(s) or any person claiming by or through Lessee(s) for any injury to persons or property incurred in the premises or on facilities provided by Lessor for the use of Lessee(s) and Lessee(s) guests shall be used at the risk of Lessee(s) guests and Lessor is hereby released for any liability with respect to such use. Lessee is advised to secure a Renter's Insurance Policy to protect Lessee and Lessee's property against any unforeseen damage or loss.

13. **IMPAIRMENT OF USE OF LEASED PREMISES:** In the event of an impairment of the use of the leased premises that does not materially affect the beneficial use by Lessee(s), the obligation to pay rent shall not abate but the full use shall be restored or the rental reduced proportionately at the option of the Lessor.

14. **RENEWAL:** Renewal of this lease shall be at the sole discretion of the Lessor. If Lessee(s) desires to renew said lease he must give thirty (30) **days written notice** to the Lessor prior to the end of the term contained herein. Lessee(s) Occupancy of the leased premises beyond the term hereof shall not operate as a renewal in whole or in part of this lease, but the acceptance by Lessor of rent accruing after the expiration of the term shall be considered as a renewal of this lease agreement for one month only and each successive acceptance of rent shall renew for a period of one month only. If Lessee(s) should hold over without Lessor's written permission, Lessor may take such steps as allowed by law to recover possession of premises in which case Lessee(s) is liable for double the amount of rent due for the period that Lessee(s) remain in possession.

15. **NON-RENEWAL:** If Lessee(s) desires to vacate leased premises at expiration of this lease, Lessee(s) **shall notify Lessor in writing thirty (30) days prior to the end of the term** contained herein.

16. **RE-DELIVERY UPON EXPIRATION:** Upon the expiration of said term or upon the termination of this lease agreement for any cause, Lessee(s) shall immediately deliver to Lessor possession of the leased premises together with all furnishings and equipment therein belonging to Lessor, including 2 keys to the premises, 1 mailbox keys, 1 garage door opener. Lessee(s) agrees that for each item not returned, the sum of Fifty Dollars (\$50.00) will be deducted from his security deposit.

17. **EXPENSE OF MISUSE:** Lessee(s) shall be responsible for and pay for any stoppage caused to the plumbing or damage to other equipment, appliances or fixtures in or on the premises caused by misuse. Lessor reserves the right to inspect the premises and to make necessary repairs at reasonable times. All repairs shall be made by Lessor. If Lessee(s) contracts for repairs other than through Lessor, Lessee(s) shall be responsible for all fees and charges and shall be liable for any damage done to the apartment or related equipment. Repair costs incurred by owner on behalf of resident shall become additional rent when unpaid after proper notice.

18. **USE OF LEASED PREMISES:** Lessee(s) shall use said premises for residential purposes only and shall not permit any illegal or improper usages, or any disturbances, noise, or other annoyance detrimental to the reasonable comfort of other Lessee(s) or neighbors. No persons other than those signing this lease as a Lessee(s) shall occupy the premises without the written consent of the Lessor. It is understood that the dwelling shall be occupied only by _____ persons consisting of _____ adults and _____ child(ren). No business of any kind shall be located on or operated from the leased premises

NO DANGEROUS MATERIALS: Lessee shall not have or keep on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company, such as a trampoline or swimming pool.

19. **PETS:** Lessee(s) shall have no pets or animals of any type, including dogs, cats or birds on or in the leased premises without written consent by Lessor. If permission is granted by Lessor, the Lessee(s) agrees to pay a \$_____ non-refundable fee. Under no circumstance shall any livestock, farm animal, saddle animal, exotic or wild/feral pet or any animal with a history of attacking humans or animals be allowed. Lessee may not own or keep on leased premises any of the following dog breed or mixes of dog breeds: Akita, Chow, Doberman Pinscher, German Shepherd, Pit Bull, Rottweiler, or Staffordshire Terrier. **Allowable pets must be listed under Paragraph 36 of this document.**

20. **DEFAULT:** If Lessee(s) defaults in the performances of any type of the covenants of this lease agreement and by reason thereof the Lessor employs the services of an attorney to enforce performance of the covenants by Lessee(s), to evict Lessee(s), to collect monies due from Lessee(s) or to perform any services relating to said default, then in any of said events, Lessee(s) agrees to pay a reasonable attorney's fee and all expenses and cost incurred by Lessor pertaining thereto and in enforcement of any remedy available to Lessor. If default shall be made the payment of the rent including failing to pay late fees, or if Lessee(s) shall violate any of the covenants of this lease agreement, then Lessee(s) shall become a Lessee(s) at sufferance and Lessor shall be entitled immediately to terminate this lease agreement, to re-enter and retake possession, and to recover damages from Lessee(s), including cost and attorney's fees.

21. **ACCESS TO PREMISES:** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the leased premises for the purpose of inspecting the premises and all building and improvements thereon. During the one month prior to expiration of the term, applicants shall be permitted at all reasonable hours of the day to view the premises or exhibit these premises to prospective or actual Lessee(s) at any reasonable hour and workmen may enter at any time when authorized by the Lessor to facilitate repairs in any part of the building, and if the Lessee(s) shall not be personally present to permit any such permissible entry into premises, the Lessor may enter same by master key or forcibly, without being liable in damage therefore and without affecting the obligations of the Lessee(s) hereunder. Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "Vacancy" signs on the leased.

22. **INVENTORY:** Lessee(s) hereby acknowledges the receipt of the articles enumerated on the attached sheet to this lease and by agreement made a part thereof and further covenants and agrees to assume full responsibility for said articles and to make good any damage of deficiency herein at the expiration of this lease.

23. **RULES:** Lessee(s) hereby agrees to be bound by such reasonable rules and regulations, not contrary to this Lease as shall be adopted from time to time.

24. **STORAGE:** If Lessor provides storage space anywhere on the premises, Lessor shall be deemed bailee without hire and shall not be held liable for the loss or damage from any cause whatsoever to any article which the Lessee(s) may store or cause to be stored therein at any time.

25. **NOTICE AND DEMANDS:** The Lessor named herein is the Agent of the owner or Landlord and is the person authorized to receive notices and demands in his behalf.

26. **NON-SUFFICIENT FUNDS:** In the event that any payment due hereunder is made by check and any such check is returned for any reason without payment thereon, Lessee(s) shall be indebted to Lessor for the sum of \$30.00 which shall be considered as additional rent due hereunder. If the check was presented for rent, Lessee is also indebted for the late fees outlined in Paragraph 3. If two checks are returned for any reason, Lessee must make all additional payments in certified funds, cash or money order.

27. **MAINTENANCE AND LESSEE:** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair, keep the HVAC filter clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, HVAC, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent or visitor, shall be the responsibility of Lessor or his assigns. Lessee(s) agrees that yard maintenance during the Lessee(s) occupancy will be the responsibility of lessor.

28. **ANTENNA:** Lessee(s) agrees not to attach any antenna of any type without prior written consent of Lessor.

29. **ACKNOWLEDGMENT OF CONDITION:** Lessee(s) has examined the condition of the premises and acknowledged that it is in good order and repair except as specified hereinafter.

30. **WAIVER:** A failure of the Lessor to insist upon strict performances of any of the terms or conditions of this Lease shall not be construed as a waiver of the future performance of such term or condition, but such term or condition shall continue in full force and effect.

31. **SEVERABILITY:** If any provision of the Lease be determined to be invalid by any court of competent jurisdiction, the remaining portion of the Lease shall nonetheless remain full force and effect.

32. **MERGER MODIFICATION:** This Lease constitutes the entire understanding between the parties as to the matters involved and may not be added to or modified in any way except as a written instrument signed by both parties.

34. **RADON GAS:** 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 health unit.

35. **CONTRACT FOR SALE AND PURCHASE:** Tenant and Landlord have have not executed a Contract for Sale and Purchase. For the purposes of the Florida Residential Landlord and Tenant Act, Chapter 83, Florida Statutes (the "Act"), the option to purchase does not change the Tenant/Landlord relationship, and Landlord shall have full eviction rights and remedies there under. Therefore, the exclusion of §83.42(2), Florida Statutes ("OCCUPANCY UNDER A CONTRACT OF SALE OF A DWELLING UNIT OR THE PROPERTY OF WHICH IT IS A PART") is not applicable.

36. ADDITIONAL TERMS, RULES AND REGULATIONS:

- A.
- B.
- C.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessee: Lessor: Monte Cristo of Tallahassee, Inc.

Lessee: By:

Printed Name:

Landlord Mailing Address: 4708 Capital Circle, Northwest
Tallahassee, Florida 32303
Phone: (850) 514-1000

Pursuant to Paragraph 29 of this Lease, the following are items noted by Lessee to be considered for Repair or Remedy. Upon acceptance by management and signature of both Lessee and Lessor, this shall be considered the whole agreement and no other requirements other than repairs to the premises will be considered.

Lessee: Date:

Lessee: Date: