

# LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”). The terms Landlord, Tenant, and pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

The Landlord is the owner of Premises in Palm Beach County, Florida, with a street address \_\_\_\_\_, Briny Breezes, FL 33435. The Landlord wishes to lease the Premises to Tenant and the Tenant wishes to lease the Premises from Landlord on the terms and conditions below.

The parties above agree as follows:

1. TERM. The term of the rental will begin on \_\_\_\_\_, 20\_\_\_\_ and end on \_\_\_\_\_, 20\_\_\_\_.
2. RENT. Rent for the term will be \_\_\_\_\_ U.S. DOLLARS plus applicable county and state tax, for a total of \_\_\_\_\_ U.S. DOLLARS, payable \$\_\_\_\_\_ upon signing of this lease.

\_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ by \_\_\_\_\_

Tenant is also responsible for \$100 application fee payable to Briny Breezes Inc.

Payment may be made in cash or by check in person or by mail to:

\_\_\_\_\_  
If any check for payment of rent or other amount due under this agreement is returned by the bank for any reason, Tenant will pay to Landlord a \$50 penalty plus any fees incurred by Landlord.

3. SECURITY DEPOSIT. On signing this agreement, Tenant shall deposit with Landlord the sum of \_\_\_\_\_ as security for any damage caused to the Premises during the rental term. Tenant may not, without Landlord’s prior written consent, apply this security deposit to the last month’s rent or to any other amount due under this agreement. Security deposit shall be returned to Tenant, without interest, and minus any deduction for damages to the Premises, unpaid utility bills, or cleaning fee within 30 days of the termination of this Agreement. Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord. See also any required pet deposit in paragraph 15.
4. USE OF PREMISES. Premises shall be used by Tenant(s) only, as a private single-family residence. Tenant shall not allow any other person, other than Tenant’s immediate family or transient relatives and friends who are guests with the Tenant, to use or occupy the Premises without first obtaining Landlord’s written consent to such use. No guest may stay for more than two weeks and any guests must be registered at the Briny Breezes office and wear a guest badge in accordance with Briny Breezes Rules.  
One vehicle is allowed, and the parking space is \_\_\_\_\_.
5. CONDITION OF PREMISES. Landlord has examined the Premises, and they are at the time of this agreement in good working order and in a safe, clean condition. Tenant will, within 5 days of move-in, notify Landlord of anything not in safe, clean and workable condition.
6. ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Agreement or sublet any part of the Premises.

7. ALTERATIONS AND IMPROVEMENTS. Tenant will make no alterations or improvements on the Premises or without the prior written consent of Landlord. Any and all alterations and/or improvements made on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, become the property of Landlord and remain on the Premises at the termination of this Agreement.
8. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant when the Lease term begins, then Landlord shall have no liability, but the rental herein provided shall abate until possession is given. Landlord shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, Tenant will have the right to terminate this agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord and this Agreement and all rights hereunder shall terminate.
9. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly unlivable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from that time. The rental provided for herein shall then be accounted for between Landlord and Tenant up to the time of such damage to the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. If only a portion of the Premises is rendered unlivable, the Landlord shall have the option of either repairing such damaged portion or terminating this Lease. In the event that Landlord decides to repair such unlivable portion, the rental shall abate in the proportion that the damaged parts bears to the whole Premises, and the damaged part shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence, and the Agreement continue according to its terms.
10. UTILITIES. Tenant will pay the cost of electric service during the Term, which shall be left in name of Landlord. Landlord will send the amount of utility bill to Tenant. Electric billing runs from the 8th of each month; services will be prorated as fairly as possible to accommodate the terms of the lease. Tenant shall be responsible for arranging for and paying for any phone, internet or satellite services desired during the Term. All other existing services/utilities including basic cable, water, sewer, landscaping and refuse pickup are included in the rent set within this Agreement.
11. MAINTENANCE AND REPAIR. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair. Upon termination of tenancy, Tenant will return premises to Landlord in condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. There shall be a \$\_\_\_\_\_ cleaning fee upon move-out of Tenant.

Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only.
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair.
- (c) Not leave windows or doors in an open position during any inclement weather.
- (d) Not put or allow any locks or hooks to be placed upon any door, wall or window without the prior written consent of Landlord.
- (e) Keep all air conditioning filters clean and free from dirt.
- (f) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any grease, sweepings, rubbish, sand, rags, ashes or substances other than single-ply toilet paper to be thrown or deposited therein. The cost of clearing stopped plumbing and any damage to any such apparatus shall be borne by Tenant.
- (g) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (h) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents.

(i) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.

12. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any dangerous, flammable, or explosive items that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

13. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of inspecting the Premises and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises. Landlord and its agents shall further have the right to exhibit the Premises for sale or for rent during the Lease term as needed. Landlord shall give Tenant one day notice before entering, except in case of emergency, Tenant's abandonment of premises, court order, or where it is impracticable to do so.

14. SMOKING: Smoking or vaping is not permitted on the Premises (house, porch, or lot) at any time.

15. ANIMALS. If the premises are located in a pet district and this section is initialed below, tenant shall be entitled to keep no more than one animal, as described below; however, prior to such time as Tenant shall actually keep any such animal on the Premises Tenant shall pay to Landlord a pet deposit of \_\_\_\_\_, which shall be refundable minus pet cleaning fee, if Premises are surrendered in as good a state and condition as they were at the commencement of this Agreement.

Description of pet: \_\_\_\_\_  
Landlord initials: \_\_\_\_\_ Tenant initials: \_\_\_\_\_

16. QUIET ENJOYMENT. Tenant, upon payment of all of the sums payable by Tenant and his/her performance of all obligations herein and his/her observance of all rules and regulations, may peacefully and quietly have, hold and enjoy said Premises for the term of this agreement. Tenant and guests and invitees will not use the premises of adjacent areas in such a way as to violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs.

17. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or to goods or equipment, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

18. DEFAULT. If Tenant, Tenant's guests or invitees fail to comply with any provision of this Agreement, other than the covenant to pay rent, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord or may immediately terminate this Agreement.

19. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a late fee in the amount of \_\_\_\_\_ for each day or portion thereof that payment is late.

20. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises, Landlord may obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, re-rent the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-renting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, and the net rent for such period realized by Landlord by means of such re-renting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so. By signing this Agreement, tenant agrees that upon surrender or abandonment, as defined by chapter 83, Florida statutes, landlord shall not be liable or responsible for storage or disposition of the tenant's personal property.
21. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
22. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
23. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected.
24. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties.
25. **WAIVER OF JURY TRIAL.** Landlord and tenant specifically waive the right to a jury trial concerning any disputes which may arise concerning this agreement, specifically but not limited to, any issues involving tenant's tenancy.
26. **RADON NOTIFICATION.** Pursuant to Florida Statute 404.056(8), the following disclosure is made: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas 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."
27. **COMPLIANCE WITH BYLAWS, RULES AND REGULATIONS.** Tenant shall comply with all bylaws, rules and regulations of the city, community, and association the Premises are located within. Tenant shall assure compliance by all occupants and guests of the Premises and be responsible for any violations of such bylaws, rules and regulations. ***Repeated violation of the Rules of Briny Breezes Inc. is considered a breach of contract and may be cause for termination of this lease.***
28. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if emailed or sent by United States certified mail, return receipt requested, addressed as follows:

Each party hereto has executed this Lease or has caused it to be executed on its behalf by its duly authorized representatives.

LANDLORD:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

TENANT ("Tenant")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date