

This lease dated this ____ day of _____, 20 ____, between the following parties:

Landlord: Robert Morales

Address: 10220 SW 105 St. Miami, FL 33176

Phone Number: 305-401-8423

Tenant: _____

Address: _____

Phone Number: _____

Guarantor: _____

Address: _____

Phone Number: _____

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

LEASED PROPERTY

1. The landlord agrees to rent to the Tenant the room, municipally described as 2212 Donegan Place, Orlando FL, 32826 (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of the lease by Tenant for the purposes of carrying on any business, profession, or trade of any kind, or for purposes other than as a private single family residence.
2. Subject to the provisions of this lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guest of the Tenant may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No Pets or animals are allowed to be kept in or about the Property.
5. Subject to the provisions of this lease, the Tenant is entitled to the use of parking on or about the Property.
6. The Tenant and members of the Tenant's household will not smoke anywhere in the Property nor permit any guest or visitors to smoke in the Property.
7. The Landlord agrees to supply and the tenant agrees to use and maintain in reasonable condition, normal wear and tear expected, the following furnishings

_____.

TERM

8. The term of the lease commences at 12:00 noon on May 1, 2019 and ends at 12 noon on April 30, 2020.
9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Florida (the "Act").

RENT

10. Subject to the provisions of this Lease, the rent for the property is \$750.00 per month (the "Rent").
11. The Tenant will pay the Rent on or before the FIRST of each and every month of the term of the lease to the Landlord at 10220 SW 105 Street, Miami FL, 33176 or at such other place as the Landlord may later designate by cash, check or mobile payment using a mobile money transfer service.
12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.
13. The Tenant will be charged an additional amount of \$10.00 per day for any Rent that is received after the due date. Tenant will be notified immediately of each late charge assessed; if so notified, the late charge will be due with the late rent. Unpaid late charges may be withheld from the unused Security Deposit.

SECURITY DEPOSIT

14. On execution of this lease, the Tenant will pay the Landlord a security deposit of \$750.00 (the "Security Deposit").
15. The Landlord will hold the Security Deposit in a noninterest bearing account solely devoted to security deposits at South Florida Educational FCU.
16. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
17. During the term of the Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. Repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. Unplugging toilets, sinks and drains;
 - d. Replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e. Repairing cuts burns, or water damage to linoleum, rugs and other areas;
 - f. Any other repairs or cleaning due any due to damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g. The cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
 - h. Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - i. Replacement of locks and or lost keys to the Property and any administrative fee associated with the replacement as a result of the Tenant's misplacement of the keys and
 - j. Any other purpose allowed under the Lease or the Act.
18. The Tenant may not use the Security Deposit as payment for the Rent.
19. Within 30 days and after the termination of the tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payments to: _____, or at such place as the Tenant may advise.

SURETIES

20. The Guarantor, _____ of _____, guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease arising during the original term, any renewed or additional term, and any resulting periodic tenancy by virtue of statute, contract or consent. As such, the Guarantor agrees to compensate the Landlord in full on demand for
 - a. The Rent during any time the Tenant occupies the Property;

- b. If the Tenant fails to pay the Rent according to this Lease, the arrears and any fees charged by or to the Landlord for the collection of the Rent according to this Lease; and
 - c. Any damage caused by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, if the Tenant fails to rectify, or pay to rectify, that damage.
21. The Guarantor's obligation to guarantee survives the termination or expiry of this Lease. The Guarantor's obligations remain fully effective even if the Lease is disclaimed or the Landlord gives the Tenant extra time to comply with any with any obligation or does not insist on strict compliance with its terms.

QUIET ENJOYMENT

22. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold and enjoy the Property for the agreed term.

INSPECTIONS

23. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
24. At all reasonable times during the term of this Lease and the renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

RENEWAL OF LEASE

25. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause and the amount of the rent. If the Parties cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation.

TENANT IMPROVEMENTS

26. The Tenant may NOT make improvements to the Property.

UTILITIES AND OTHER CHARGES

27. The Tenant is responsible for the payment of all utilities in relationship to the Property. The cost of the following monthly utilities of Water, Electricity, Satellite and Internet will be divided and shared by the total of Tenants occupying the Property for the month and will be paid in the following month of service.

INSURANCE

28. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
29. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.
30. The Tenant is responsible for insuring the Property for damage or loss to the structure, mechanical or improvements to the building of the Property for the benefit of the Parties. Such insurance should include such risk as fire, theft, vandalism, flood and disaster.
31. The Tenant is not responsible for insuring the Property for liability insurance, and the Tenant assumes no liability for any such loss.
32. The Tenant will provide proof of such insurance to the Landlord upon request.

ATTORNEY FEES

33. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

GOVERNING LAW

34. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Florida.

SEVERABILITY

35. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this lease.

36. The invalidity or unenforceability of any provisions of this lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

AMENDMENT OF LEASE

37. This Lease may only be amended or modified by a written document executed by the parties.

ASSIGNMENT AND SUBLETTING

38. Without the prior, express, and written consent of the Landlord, the Tenant will not assign this lease, or sublet or grant any concession or license to use the Property or any part of the Property. A consent by the Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment subletting, concession, or license. Any assignment, subletting concession or license without prior written consent of Landlord, or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate the Lease.

DAMAGE TO PROPERTY

39. If the property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

CARE AND USE OF PROPERTY

40. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

41. The Tenant will not engage in any legal trade or activity on or about the Property.

42. The Parties will comply with standards of health, sanitation, fire housing and safety as required by law.

43. The Parties will use reasonable efforts to maintain the Property in such a conditions to prevent the accumulation of moisture and the growth of mold. The tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

44. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspection.

45. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear expected.

PROHIBITED ACTIVITIES AND MATERIALS

46. The Tenant will not keep or have on the property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

- 47. The tenant will not perform any activity on the Property or have on the Property any article or thing that the Landlord's insurance company considers increase any insured risk such that the insurance company denies coverage or increases the insurance premium.
- 48. The tenant is prohibited from the storage of expensive articles on the Property if it creates an increase security risk and the growing of, or storage of, medical marijuana on the Property.
- 49. The Tenant will not perform any activity on the Property that the Landlord feels significantly increases the use of electricity, heat, water, sewer or other utilities on the Property.

RULES AND REGULATIONS

- 50. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

MEDIATION AND ARBITRATION

- 51. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a nonbinding mediator and to a arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediation will be paid by the Tenant.

ADDRESS FOR NOTICE

For any matters relating to this tenancy, the Tenant may be contacted at the Property or though the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

Name_____

Phone_____

Post termination notice address_____

For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Guarantor's address for notice is:

Name_____

Phone_____

Post termination notice address_____

For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landord's address for notice is:

Name: Robert Morales
Address: 10220 SW 105 Street
Miami FL 33176
Phone: 305-401-8423
Email: vice2112@gmail.com

GENERAL PROVISIONS

52. All monetary amounts stated or referred to in this Lease are based on United States dollar.
53. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under the Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
54. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
55. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
56. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this lease.
57. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
58. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
59. If the Tenant moves out prior to the natural expiration of this Lease, a re-rent levy of \$300.00 will be charged to the Tenant.
60. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the Masculine mean and include the feminine and vice versa.
61. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
62. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
63. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party except to the extent incorporated in this Lease.
64. The Tenant will indemnify and save the Landlord harmless from all liabilities, fines suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable for or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease.
65. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any person for whom the Tenant is responsible.
66. The Tenant is responsible for any person or persons who are upon the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purpose of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guest servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
67. During the last 30 days of this Lease, the Landlord or the Landlord's agent will have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the property.
68. Time is of the essence in this Lease.

IN WITNESS WHEREOF _____ and Robert Morales and _____

Have duly affixed their signatures on this _____ day of _____, 2019.

ROBERT MORALES

_____ (TENANT)

_____ (GUARANTOR)

The tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the

____ day of _____, 2019

_____ (TENANT)

The Guarantor acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the

____ day of _____, 2019

_____ (GUARANTOR)

