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Florida condo Lease Agreement

This residential lease agreement ("Agreement") dated	by and
between;	

Tenant Information	Landlord Information
Name	Name
Email	Email
Phone Number	Phone Number
	Address

# **Premises**

The Landlord hereby rents to the Lessees a condominium with a property address of;

The	Condominium	consists	of	bedrooms	S	and	
bathi	room(s) ("Premi	ses").					

# Purpose

The Tenant and any Occupants may only use the Premises for residential purposes. It may not be used for any other purpose unless otherwise stated in this Agreement.

The Premises is not furnished. The Landlord shall provide the following appliances;

Any damage caused to the Appliances and Fixtures from negligence, carelessness, accidents or abuse shall be the responsibility of the Tenants.

### Term

The term of this Agreement shall be a fixed-period arrangement beginning on \_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_ ("Lease Term).

The Tenants shall be required to move out of the Premises at the end of the Lease Term unless the Parties authorize a renewal, extension or separate agreement in writing.

# **Rent Payments**

The Tenants shall pay rent for the Premises in installments of \$\_\_\_\_\_\_ each on the \_\_\_\_\_\_ day of each month ("Rent"). The Tenant agrees to pay with each Rent payment all taxes imposed on the Rent by taxing authorities.

\_\_\_\_\_\_ shall pay the common area maintenance fees attributable to the Premises during the Lease Term that are equal to \$\_\_\_\_\_\_ per month.

# **Non-Sufficient Funds (NSF Checks)**

If the Tenants attempts to pay Rent with a check, electronic transaction or through any other means authorized by local law, that fails to clear the transaction of Rent funds due to NSF, there shall be a fee of

\$

In addition to the Lease Payments listed above, the Tenant shall pay the following (check only those that apply);

a security deposit of \$ \_\_\_\_\_\_\_ to be paid upon signing the Agreement.

a pet deposit in the amount of \$ \_\_\_\_\_\_\_to be paid upon signing the Lease.

a late charge in the amount of \$ \_\_\_\_\_\_ for each Lease Payment made more than \_\_\_\_\_\_ number of days after the date it is due.

a bad check fee in the amount of \$ \_\_\_\_\_\_ 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.

# **Security Deposits**

The Security Deposit shall be returned to the Tenants within \_\_\_\_\_\_ days after this Agreement is terminated. The Security Deposit will be returned in full and in the manner prescribed by state and local laws, upon the end or termination of the Lease Term, unless the Landlord imposes a claim on the Security Deposit for any damages. The Security Deposit cannot be credited towards Rent unless the Landlord gives written consent.

# Occupancy

The	number	of	occupants	wi	ll be						٦	he	Tenant	is	allo	ЭW	ed	to	have
				or	less.	The	guests	can	stay	in	the	cor	ndominiu	m	for a	а	max	kimu	m of
days as need			ded.																

# **Use of Premises**

#### Guests

Occasional overnight guests	permitted. An occasional overnight guest is one
who does not stay more than	nights in any calendar month. Landlord's written
approval	required to anyone else to occupy the Premises.

#### Pets

Tenants \_\_\_\_\_\_ keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing.

#### Alterations

Tenant \_\_\_\_\_\_ make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement.

#### Smoking

Tenants \_\_\_\_\_\_ smoke on the Premises.

### **Early Termination**

The Tenants may be allowed to terminate this Agreement herein by providing at least 30 days' prior notice and shall pay an early termination fee of \$\_\_\_\_\_\_ which does not include any scheduled Rent payments coinciding with the foregoing early termination notice period.

#### Maintenance

The Tenants at all times shall maintain the Premises in a clean and sanctuary manner and shall provide the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenants shall not make any alterations to the Premises without the written consent of the Landlord. The Landlord accepts to be responsible for structural repairs to defects in the Premises.

### Default

Landlord's Default

The Landlord shall be in default if the Landlord fails to comply with Landlord's required maintenance obligations or fails to comply with other material provisions of this Agreement and such failure continues for more than 7 days after a written notice sent by the Tenant.

If Landlord's failure to comply is due to causes beyond the Landlord's control and if Landlord has made, and continues to make, every reasonable effort to correct the problem, the Lease may be altered by the parties, as follows:

1. If Landlord's failure to comply makes the Premises uninhabitable and Tenant needs to vacate the Premises, the Tenant shall not be liable for paying the Rent during the period the Premises remains uninhabitable.

2. If Landlord's failure to comply does not make the Premises uninhabitable and Tenant continues to occupy the Premises, the Rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

Tenant's Default

Tenant will be in default if any of the following occur:

- 1. Tenants do not pay Rent on the Rent Due Date after the mandated grace period,
- 2. Tenants and its guests violate the terms and conditions of this Agreement herein,
- 3. Tenants abandon the Premises,
- 4. Tenants give incorrect or incomplete information in their rental application.

If the Tenants fail to comply with any of the financial, material or miscellaneous provisions of this Agreement, or any present rules and regulations of tenancy under this Agreement in general that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenants by statute, regulations, ordinances or any other mandates imposed by federal, state or local governments, the Landlord may send a written notice for the Tenant to vacate the Premises. If the Tenants do not fix the breach in \_\_\_\_\_\_ days after the written notice, the Landlord may terminate this Agreement immediately.

The Landlord agrees to pay for the following utilities and services;

# **Subleasing and Assignment**

The Tenant \_\_\_\_\_\_ assign this Agreement or sublease all or any part of the Premises without prior written approval of the Landlord.

# Landlord's Address Disclosure

In accordance with the law (State Statue 83.50), here's the Landlord's Name-Surname and Address:

# Lead Based Paint Disclosure

This condominium/building was built on \_\_\_\_\_\_. If the condominium was built before 1978, then it may contain lead-based paint. If that is the case, then the Lessor must disclose this information to the Lessee.

# **Radon Gas Disclosure**

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 department.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY, IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND. YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

### Insurance

The Landlord is responsible for purchasing and maintaining appropriate insurance for the condominium. If requested by the Tenant, the certificate of insurance can be viewed.

The Tenant's personal properties are not covered in the insurance purchased by the Lessor against loss, theft, and negligence of the lease condominium.

# Indemnification

The Tenant indemnifies the Landlord and the condominium free and harmless against any liabilities like accidents, loss of property, injury, or death of any person.

# Amendment

This Agreement can only be changed or modified with the written consent or permission from both the Tenants and the Landlord.

# **Governing Law**

This Agreement shall be governed under the laws of the State of Florida.

The undersigned, hereby agreed that both the Landlord and the Tenants read this Condominium Lease Agreement and acknowledge it.

**Tenant Signature** 

Landlord Signature

Date

Date



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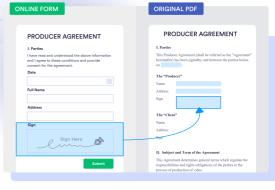
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