

This Residential House Lease Agreement ("Lease") is made and effective this \_\_\_\_\_ by and between Robert T Duvall; Trustee ("Landlord") and \_\_\_\_\_ ("Tenant," whether one or more). This Lease creates joint and several liability in the case of multiple Tenants.

1. **PREMISES.**

Landlord hereby rents to Tenant and Tenant accepts in its present condition the house at following \_\_\_\_\_ address (the "House").

2. **TERM.**

The term of this Lease shall start on \_\_\_\_\_, and end on the \_\_\_\_\_. In the event that Landlord is unable to provide the House on the exact start date, then Landlord shall provide the House as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the House.

3. **RENT.**

Tenant agrees to pay, without demand, to Landlord as rent for the House the sum of \_\_\_\_\_ per month in advance on the first day of each calendar month, at any Wachovia Bank to the account of Robert T Duvall; Trustee (Account # 1090013810115, or at such other place as Landlord may designate. Landlord may impose a late payment charge of \$6.00 per day for any amount that is more than five (5) days late. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term.

4. **SECURITY DEPOSIT.**

Upon execution of this Lease, Tenant deposits with Landlord \$ \_\_\_\_\_, as security for the performance by Tenant of the terms of this Lease to be returned to Tenant, without interest, following the full and faithful performance by Tenant of this Lease. In the event of damage to the House caused by Tenant or Tenant's family, agents or visitors, Landlord may use funds from the deposit to repair, but is not limited to this fund and Tenant remains liable. A mandatory carpet cleaning charge of \$ \_\_\_\_\_ will be deducted from Deposit upon surrender of the House.

5. **QUIET ENJOYMENT.**

Landlord agrees that on paying the rent and performing the obligations contained in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the House.

6. **USE OF PREMISES.**

A. The House shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the House nor any part of the House or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the House.

**7. NUMBER OF OCCUPANTS.**

Tenant agrees that the House shall be occupied by no more than \_\_\_\_\_ persons, including no more than \_\_\_\_\_ under the age of eighteen (18) years, without the prior written consent of Landlord.

**8. CONDITION OF PREMISES.**

Tenant agrees that Tenant has examined the House, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and tenable condition. Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant, attached hereto reflects the condition of the House at the commencement of Tenant's occupancy.

**9. ASSIGNMENT AND SUBLETTING.**

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the House or any part of the House without Landlord's prior written consent.

B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

**10. ALTERATIONS AND IMPROVEMENTS.**

A. Tenant shall make no alterations to the House or construct any building or make other improvements including painting other than white tones without the prior written consent of Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the House by Tenant, with the exception of fixtures properly removable without damage to the House and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

**11. DAMAGE TO PREMISES.**

A. If the House, or any part of the House, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the House is untenable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

B. As a provision of this lease, Tenant agrees to purchase and maintain Tenant content's insurance or other wise hold Landlord harmless in the event of damage to Tenant's furnishings.

**12. DANGEROUS MATERIALS.**

Tenant shall not keep or have on or around the House any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or

13. UTILITIES.

Tenant shall be responsible for arranging and paying for all utility services required on the premises, except Landlord will provide: \_\_\_\_\_. Tenant shall not default on any obligation to a utility provider for utility services at the House.

14. MAINTENANCE AND REPAIR.

A. Tenant will, at Tenant's sole expense, keep and maintain the House and appurtenances in good and sanitary condition, and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the House in good order and repair; keep the furnace clean, change air filters monthly; cut, maintain and water yard and keep the walks free from dirt and debris. Tenant shall, at Tenant's sole expense, make all required repairs to the plumbing, range, oven heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the of Tenant's family, agent, or visitor. Tenant is responsible for the first \$\_\_\_\_\_ of any repairs to House except roof and AC/Furnance unit.

B. Tenant agrees that no signs shall be placed or painting done on or about the House by Tenant without the prior written consent of Landlord.

C. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the House, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system. Tenant shall be aware that dampness or mildew can cause mold to grow and agrees to inform Landlord and mitigate the problem immediately.

15. ANIMALS

Tenant shall keep no domestic or other animals on or about the House without the prior written consent of Landlord with PET ADDEMUM.

16. RIGHT OF INSPECTION.

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the House for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

17. DISPLAY OF SIGNS.

During the last thirty (30) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the House and enter to show the House to prospective purchasers or tenants.

18. HOLDOVER BY TENANT.

Should Tenant remain in possession of the House with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which

shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either party or longer notice if required by law. If Tenant holds over without Landlord's consent, Landlord is entitled to double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the House.

**19. SURRENDER OF PREMISES.**

At the expiration of the Lease, Tenant shall quit and surrender the House in as good state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. Tenant shall inform Landlord within 30 days of expiration of lease if Tenant elects to stay on month to month tenancy

**20. FORFEITURE OF SECURITY DEPOSIT - DEFAULT.**

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant within ten (10) days notice from Landlord, then in addition to forfeiture of the Security Deposit, Landlord may pursue any other remedy available at law, equity or otherwise.

**21. ABANDONMENT.**

If at any time during the term of this Lease, Tenant abandons the House or any of Tenant's personal property in or about the House, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the House by any means without liability to Tenant for damages and may relet the House, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting; Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant.

**22. SECURITY.**

Tenant acknowledges that Landlord does not provide a security alarm system or any security for the House or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from all harm. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

**23. SEVERABILITY.**

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this

Agreement shall continue in full force and effect.

24. **INSURANCE.**

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

25. **BINDING EFFECT.**

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and assigns of the parties.

26. **GOVERNING LAW.**

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

27. **ENTIRE AGREEMENT.**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

28. **NOTICES.**

Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by recognized overnight delivery service, if to Tenant, at the House and if to Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

\_\_\_\_\_  
Robert T Duvall; Trustee

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

JOINT INSPECTION

THIS INSPECTION SHOULD BE COMPLETED PROMPTLY FOLLOWING INITIAL OCCUPANCY OR UPON DELIVERY OF POSSESSION

LANDLORD: \_\_\_\_\_

TENANT: \_\_\_\_\_

PREMISES: \_\_\_\_\_

DATE OF POSSESSION: \_\_\_\_\_

CONDITION OF PREMISES: CL - Clean ND - No Damage ENB - Exception Noted Below C - Checkout

	CL	ND	ENB	C		CL	ND	ENB	C
<b>LIVING ROOM</b>					<b>BATHROOM - 1</b>				
Walls & Baseboard	( )	( )	( )	( )	Walls & Baseboard Sink	( )	( )	( )	( )
Carpet	( )	( )	( )	( )	Counter	( )	( )	( )	( )
Drapes, Rods & Hooks( )	( )	( )	( )	( )	( )    ( )	( )	( )	( )	( )
Door & Lock	( )	( )	( )	( )	Toilet	( )	( )	( )	( )
Coat Closet	( )	( )	( )	( )	Bath Tub/Shower	( )	( )	( )	( )
					Light Fixture	( )	( )	( )	( )
					Floor	( )	( )	( )	( )
					Tissue Holder/Towel Bars	( )	( )	( )	( )
<b>DINING AREA</b>									
Walls & Baseboard	( )	( )	( )	( )	<b>BATHROOM - 2</b>				
Carpet	( )	( )	( )	( )	Walls & Baseboard Sink	( )	( )	( )	( )
Light Fixture	( )	( )	( )	( )	Counter	( )	( )	( )	( )
Windows & Screens	( )	( )	( )	( )	Cabinets/Mirror	( )	( )	( )	( )
					Toilet	( )	( )	( )	( )
					Bath Tub/Shower	( )	( )	( )	( )
					Light Fixture	( )	( )	( )	( )
					Floor	( )	( )	( )	( )
					Tissue Holder/Towel Bars	( )	( )	( )	( )
<b>KITCHEN</b>									
Walls & Baseboards	( )	( )	( )	( )	<b>BEDROOM - 1</b>				
Light Fixture	( )	( )	( )	( )	Walls & Baseboards	( )	( )	( )	( )
Stove					Windows & Screens	( )	( )	( )	( )
Drip Pans	( )	( )	( )	( )	Drapes, Rods & Hooks( )	( )	( )	( )	( )
Oven	( )	( )	( )	( )	Light Fixtures	( )	( )	( )	( )
Broiler Pan ( )	( )	( )	( )	( )	Carpet	( )	( )	( )	( )
Hood, Fan & Light	( )	( )	( )	( )	Closet	( )	( )	( )	( )
Refrigerator									
Defrosted	( )	( )	( )	( )	<b>BEDROOM - 2</b>				
Ice Trays (2)	( )	( )	( )	( )	Walls and Baseboards	( )	( )	( )	( )
Hydrator Cover	( )	( )	( )	( )	Windows & Screens	( )	( )	( )	( )
Dishwater	( )	( )	( )	( )	Drapes, Rods & Hooks( )	( )	( )	( )	( )
Cupboards	( )	( )	( )	( )	Light Fixtures	( )	( )	( )	( )
Drawers	( )	( )	( )	( )	Carpet	( )	( )	( )	( )
Counter	( )	( )	( )	( )	Closet	( )	( )	( )	( )
Sink	( )	( )	( )	( )					
Disposal & Stopper	( )	( )	( )	( )	<b>BEDROOM - 3</b>				
Floor	( )	( )	( )	( )	Walls & Baseboards	( )	( )	( )	( )
					Windows & Screens	( )	( )	( )	( )
<b>HALL</b>					Drapes, Rods & Hooks( )	( )	( )	( )	( )
Walls & Baseboards	( )	( )	( )	( )	Light Fixtures	( )	( )	( )	( )
Carpet	( )	( )	( )	( )	Carpet	( )	( )	( )	( )
Light Fixture	( )	( )	( )	( )	Closet	( )	( )	( )	( )
Linen Closet	( )	( )	( )	( )					
Furnace Closet	( )	( )	( )	( )	<b>DEN OR BEDROOM - 3</b>				
					Walls & Baseboards	( )	( )	( )	( )
					Windows & Screens	( )	( )	( )	( )
					Drapes, Rods & Hooks( )	( )	( )	( )	( )
					Light Fixtures	( )	( )	( )	( )
					Carpet	( )	( )	( )	( )
					Closet	( )	( )	( )	( )
Mailbox Lock	( )	( )	( )	( )	Balcony/Patio	( )	( )	( )	( )
Other	( )	( )	( )	( )	Storage Area	( )	( )	( )	( )
Exceptions:									

JOINT INSPECTION - CONTINUED

FURNITURE INVENTORY (If the furniture is provided by Landlord)

LIVING ROOM	No.	DINING AREA	No.	BEDROOMS	No.
Couch	_____	Table	_____	Beds	_____
Chairs	_____	Chairs	_____	Dressers	_____
Lamps	_____	Hutch	_____	Mirrors	_____
Coffee Table	_____			Bookcases	_____
End Table	_____				
OTHER				KITCHEN	No.
_____				Stove	_____
_____				Oven	_____
_____				Refrigerator	_____
_____				Dishwasher	_____
_____				Table	_____
_____				Chairs	_____

The parties acknowledge that the above inspection was made on \_\_\_\_\_, and that the conditions of the premises and the inventory of furnishings and appliances is as shown above. The parties further agree that a copy of this Joint Inspection was provided to Tenant.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Tenant Name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Tenant Name: \_\_\_\_\_

**PET ADDENDUM**

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

- 1. Additional monthly fee of \$ \_\_\_\_\_ is added to the monthly rent as additional rent.
- 2. A non refundable fee of \$ \_\_\_\_\_ is paid by Tenant(s).
- 3. Additional security deposit of \$ \_\_\_\_\_ is paid by Tenant(s).
- 4. ONLY PET(S) SPECIFICALLY ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE APPROVED PRIOR TO BRINGING PET ON THE PREMISES.
- 5. Pet(s) must be kept on a leash at all times while it is outside of apartment. PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME. Tenant(s) agree to fully indemnify the owner or agent for any damages arising out of injury to another by the pet(s). Pet(s) must not be tied or kept outside rental unit door, in the hallways or on the balcony or lanais.
- 6. In the event any pet(s) have offspring, Tenant(s) will be in breach of this agreement Pet(s) must weigh under the weight limit of \_\_\_\_\_ lbs. at all times.
- 7. Tenant(s) may be assigned designated area to walk pet. Tenant(s) are responsible for cleaning up after pet(s).
- 8. Tenant(s) will be responsible for FULL replacement cost of carpet, walls, blinds, flooring or other items damaged in any way by pet(s). Tenant(s) also will be responsible for any exterminating that may be required because of pet(s).

Tenant(s) agree that approval or denial of all pets(s) is at the sole discretion of owner or agent. Owner or agent reserves the right to withdraw consent by giving the Tenant(s) 7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenants(s) or employees of owner or agent. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction.

**DESCRIPTION OF PET(S)**

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ NAME \_\_\_\_\_

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ NAME \_\_\_\_\_

\_\_\_\_\_ TENANT \_\_\_\_\_ LANDLORD/AGENT

\_\_\_\_\_ TENANT

\_\_\_\_\_ TENANT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

Initials \_\_\_\_\_