

PUNTA RASSA CONDOMINIUM UNIT LEASE

THIS LEASE is made this ___ day of _____, 20___, by and between _____, the "Owner," whose address for service of notices and payment of rent under this Lease is: _____, and _____, the "Tenant."

IN CONSIDERATION of the following covenants, agreements and conditions, and subject to the terms and conditions in the Combined Amended and Restated Declaration of Condominium ("Declaration") of Punta Rassa Condominium Association, Inc. ("Association"), and exhibits attached hereto, the Association Rules and By-Laws, as enacted from time to time, and the consent of the Association Board of Directors, the Owner leases to the Tenant the following described premises: Bldg___Unit _____ ("Unit" or "leased premises"), including parking space _____(if applicable), and use of the common elements consisting of playground, pool, cabana, tennis court and fishing docks located within the Punta Rassa Condominium ("Condominium") Property.

LESSEE must go the Management Office to receive an Entry Card to access the building at a cost of \$5.00 each. The Entry Card will be date limited according to this lease.

1. **TERM.** The term of this Lease is for a period of _____ beginning on _____, 20___ and ending on _____, 20___. Any renewal or extension of this Lease is subject to Association approval.
2. **RENT.** Tenant shall pay to Owner for the term of the Lease a total rent of \$_____, payable in installments of \$_____, in advance, on the ___ day of each month, and taxes, if any. Owner acknowledges receipt from Tenant of \$_____ advance rent to be held by Owner and applied to the rental payments due for the ___ month of the term of this Lease.
3. **OTHER COSTS.** During the term of this Lease, Tenant agrees to be jointly and severally liable for any fines, penalties, and the like imposed on Owner, Tenant, or both because of any negligence, neglect, damage or default by Tenant.
4. **SECURITY DEPOSIT.** Owner additionally acknowledges receipt from Tenant of a security deposit in the amount of \$_____. In accordance with Section 83.49, Florida Statutes, the deposit shall be retained in a separate non-interest bearing account for the benefit of the Tenant, and will be returned to Tenant at the expiration of this Lease provided that all rent and other financial obligations have been paid, and all covenants, agreements and conditions in this Lease have been fully performed by the Tenant.
5. **USE OF PREMISES.** The leased premises shall be used as a private dwelling for the Tenant and Tenant's family of no more than six (6) people, consisting of adults and children. Tenant agrees not to use the leased premises, or permit the premises to be used, for any illegal, immoral or improper purpose, and not to create or permit to be made, any disturbance, noise, annoyance, or nuisance detrimental to the premises or to the comfort and peace of persons in the vicinity of the premises. In particular, Tenant's children shall not be permitted to play in the halls, lobbies, porches or stairwells, and in other common or limited common elements not set aside for recreation, or in

any other way to annoy the residents of other units. Tenant shall comply with all written rules and regulations that the Association has enacted and shall hereafter enact.

6. PETS. Tenants with lease terms of less than six months are not permitted to have pets. For leases of six months or longer duration, Tenants who wish to keep a pet on the leased premises must have the written consent of the Owner and the Association Board of Directors. Such pet must be registered with the Association Office, and proof of required immunizations provided.

7. UTILITIES. Tenant will be responsible for arranging in his/her own name and paying for all necessary utility and governmental services, with the exception of _____, _____, _____ which will be provided and paid for by the Owner.

8. CARE OF THE PREMISES.

(a) Repairs. Tenant at his expense, shall maintain the interior of the leased premises, furnishings, equipment, and fixtures in the same condition as they exist on this day, ordinary wear and tear excepted.

(b) Decoration/Alteration. Tenant will not paint, paper, decorate, alter, improve or change the interior of the Unit, including its keys and locks, without the proper written consent of the Owner. Tenant shall not make any changes to the exterior of the Unit or the Common Elements.

(c) Cleanliness/Waste. Tenant shall maintain the leased premises in a clean and safe condition; shall commit no waste; shall bring nothing to and do nothing on the premises that might unreasonably increase the danger of fire or other hazard on the premises, and shall pay the cost of repairing all damages to the leased premises and Condominium common elements, in excess of normal wear and tear, caused by the Tenant.

(d) Household Goods. Tenant acknowledges receipt of the articles described in this Lease or its attached schedule, in good condition, agrees to assume full responsibility for these articles and make good and repair any damage or deficiency thereto caused by the Tenant.

9. RIGHT OF ENTRY. Owner or his agent, and agents of the Association, may enter upon the leased premises without notice in emergencies, and at other reasonable times upon prior notice to the Tenant, to examine its condition in order to abate nuisances, prevent waste, make necessary improvements or repairs, to erect or post a "For Sale" sign, and to show the premises to prospective purchasers or tenants.

10. SUBORDINATION. Tenant hereby subordinates this Lease to Owner's existing or future mortgages, liens and encumbrances; and to the Association's assessment rights.

11. EMINENT DOMAIN. If all or any part of the premises shall be taken by right of eminent domain, so as to render the remaining part untenable, this Lease shall expire, and rent shall be pro-rated and apportioned as of the day Tenant moves out.

12. ABANDONMENT OF PREMISES. If Tenant renounces the Lease or abandons the leased premises, Owner may, at his option, obtain possession of the leased premises in any manner allowed or provided by law, and may at his option, as agent for Tenant, relet the leased premises for

the whole or part of any part of the then unexpired term, and hold Tenant liable for any difference between the rent that would have been payable under this Lease and the net rent for such period realized by Owner, by means of such reletting. Personal property left on the premises by Tenant may be stored, sold, or disposed of by Owner, according to law.

13. **DESTRUCTION OF PREMISE.** If the premises are damaged or destroyed by fire or other casualty, Tenant shall give Owner immediate notice of the occurrence. If the casualty has rendered the premises totally untenable and the casualty is not due to the negligence or fault of the Tenant, this Lease may be terminated by either Tenant or Owner upon written notice to the other and rent shall be apportioned as of the day Tenant moves out. If the casualty has tendered the premises partially untenable, and the casualty is not due to the negligence or fault of the Tenant, Owner will repair the premises within a reasonable time after he receives the casualty insurance proceeds, with rent partially abated in the interim, in the proportion the damaged part of the premises bears to the entire premises.

14. **ASSIGNMENT/SUBLETTING.** Assignments of leasehold interests and subleasing are not permitted.

15. **DEFAULT.** If the Tenant fails to pay the rent or any costs, fees, taxes, charges and utilities as set forth above (with three (3) days' written notice), or if Tenant violates any of the covenants, agreements and conditions of this Lease, or of the Declaration, Association Rules or By-Laws, with such notice as required by Law, Tenant thereupon shall become a tenant at sufferance and Owner may, at his option, without waiving any other rights or remedies, employ all remedies allowed or provided by law and equity against Tenant to terminate the Lease, obtain possession, accelerate and collect unpaid rent, retain or claim against the security deposit, and obtain compensation for damages to the premises or its contents in excess of the security deposit.

17. **CONSTRUCTION.** The terms "Owner" and "Tenant" include the plural, either or both genders, the Tenant's family residing on the premises, and the invitees of Tenant and his family. This Lease binds and inures to the benefits of the Owner and Tenant and their heirs, beneficiaries, assigns, representatives and grantees.

18. **WAIVER AND SEPARABILITY.** The waiver of one breach of any term or condition contained in this Lease shall not be considered to be a waiver of any subsequent breach of that same term or condition or of any other term contained herein, and in the event that any portion of this Lease shall be held invalid, for whatever reason, then such invalidation of said portion shall not invalidate the remaining terms of the Lease and the same shall remain in full force and effect.

19. **CHANGES TO THIS LEASE.** This Lease contains the entire agreement between the parties and cannot be changed or modified except by a written instrument signed by Owner and Tenant.

20. **ADDITIONAL TERMS/AGREEMENTS/CONDITIONS.** "I certify that I have received a copy of the Association rules and regulations, have read them, and agree to abide by these rules. I understand that failure to do so will result in my eviction: _____.

Tenant(s) signature(s)

21. **RADON GAS NOTIFICATION.** 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 public health unit.

22. **ASSOCIATION REMEDY IF OWNER BECOMES DELINQUENT:** Pursuant to Chapter 718, during the term of this Lease, Owner and Tenant agree, if the Owner becomes delinquent in the payment of any sums and/or assessments due to the Association during the term of the Lease Agreement, upon written demand by the Association, Tenant shall pay directly to the Association rental payments due to the Owner. The Association shall be granted the full right and authority to demand and receive the entire rent due from the Tenant and deduct from the rent all assessments, interest, late charges and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the Owner at such address as the Owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the Tenant directly to the Owner. This right may be exercised by the Association at any time the Owner becomes delinquent. If the Tenant fails to make the rent payments to the Association, the Association may evict the Tenant.

IN WITNESS WHEREOF, the parties have executed this Lease on the date stated above.

WITNESS AS TO OWNER(S):

OWNER(S):

Name: _____

Name: _____

Printed Name: _____

Printed Name: _____

Address: _____

Name: _____

Printed Name: _____

WITNESS AS TO TENANT(S):

TENANT(S):

Name: _____

Name: _____

Printed Name: _____

Printed Name: _____

Address: _____

Name: _____

Printed Name: _____