

RE/MAX TREND  
1715 Cape Coral PKWY Unit 24  
CAPE CORAL, FLORIDA 33914  
239/424-7368

ALAN GAMIEL  
PROPERTY MANAGER

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**RESIDENTIAL LEASE AGREEMENT**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ between **ALAN GAMIEL PA.**  
Thru: **RE/MAX TREND** , a Florida corporation, as duly authorized management  
agent for \_\_\_\_\_, hereinafter  
designated as **LANDLORD**, and

\_\_\_\_\_, hereinafter  
referred to as the **TENANT**, concerning the lease of the following described  
property: \_\_\_\_\_ is agreed  
and shall bind the **TENANT**, its heirs, estate or legally appointed representative.  
**TENANT** as herein used shall include all persons to whom this property is leased.  
**LANDLORD** as herein used shall include the owner(s) of the premises, its heirs,  
assigns or representatives and/or any agent(s) designated by the owner(s).

**TERM OF LEASE:** \_\_\_\_\_. If for any reason  
**LANDLORD** cannot deliver possession of the premises to **TENANT** by the beginning  
date, the beginning date may be extended up to 30 days or lease voided at  
**LANDLORD'S** option without **LANDLORD** being liable for any expenses caused by such  
delay or termination.

**OCCUPANTS:** Only the following individuals shall occupy the premises unless  
written consent of the **LANDLORD** is obtained: \_\_\_\_\_.  
A reasonable number of guests may occupy the premises without prior written  
consent if stay is limited to one week or less.

**PRORATED RENT:** **TENANT** agrees to pay the sum of \$ \_\_\_\_\_ as prorated rent for  
the period \_\_\_\_\_.

**ADVANCE RENT:** **TENANT** agrees to pay the sum of \$ \_\_\_\_\_ as advance rent  
representing payment for the last month of occupancy.

**RENT:** **TENANT** agrees to pay the monthly rent amount of \$ \_\_\_\_\_ plus any  
Applicable sales tax as rent on the **first (1st) day of each month** in advance  
without demand at **RE/MAX TREND , 3501 DEL PRADO BLVD.S,ste 110 CAPE CORAL,  
FLORIDA 33904**. Rent must be received by **LANDLORD** or its designated agent on or  
before the due date. A late fee of \$50.00 plus \$5.00 per day thereafter shall be  
due as additional rent if **TENANT** fails to make rent payments on or before the due  
date. **Cash payments cannot be accepted**. Third party checks are not permitted.  
Time is of the essence. The imposition of late fees and/or dishonored check  
charges is not a substitution or waiver of available Florida Law remedies. If  
**TENANT'S** check is dishonored, all future payments must be made by money order or  
cashier's check; dishonored checks will be subject a \$45.00 charge as additional  
rent. If **LANDLORD** has actual knowledge that there are insufficient funds to  
cover a check, rent will be considered unpaid, **LANDLORD** may serve **TENANT** with a  
Three-Day Notice and will not be required to deposit the check. If rent is not  
received by the due date of each month, **LANDLORD** may serve a Three-Day Notice on  
the day thereafter as allowed by law. If service of a Three-Day Notice is  
necessary in efforts to enforce the collection of rent and any additional rents  
due, the **TENANT** will be charged \$25.00 as additional rent in addition to all  
other rents due. All signatories to this lease are jointly and severally

responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by **TENANT** to **LANDLORD** shall be sent to **LANDLORD'S** address as described by certified mail.

**Security Deposit:** **Tenant** agrees to pay **Landlord** the sum of \$ \_\_\_\_\_, as security for the faithful performance by Tenant of all terms, covenants and conditions of this lease. This deposit may be applied by the **LANDLORD** for any monies owed by **TENANT** under the lease or Florida law, physical damages to the premises, costs and attorney's fees associated with **TENANT'S** failure to fulfill the terms of the lease. **TENANT** cannot dictate that this deposit be used for any rent due. If **TENANT** breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension), the deposit will be forfeited as special liquidated damages to cover the costs of reletting the rental premises. **TENANT** will still be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law.

Your lease requires payment of certain deposits. The **LANDLORD** may transfer advanced 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 the notice, the **LANDLORD** must return 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 2 of Chapter 83, Florida Statutes, to determine your legal rights and obligations.

Florida statutory law, 83.49(3) provides:

(3) (a) Upon the vacating of the premises for termination of the lease, if the **LANDLORD** does not intend to impose a claim on the security deposit, the **LANDLORD** shall have 15 days to return the security deposit together with interest if otherwise required, or the **LANDLORD** shall have 30 days to give the **TENANT** written notice by certified mail to the **TENANT** last known mailing address of his intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \$ \_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by s.83.49 (3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).

If the **LANDLORD** fails to give the required notice within the 15-day period, he forfeits his right to impose a claim upon the security deposit.

(b) Unless the **TENANT** objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the **LANDLORD** may then deduct the amount of his claim and shall remit the balance of the deposit to the **TENANT** within 30 days after the date of the notice of the intention to impose a claim for damages.

(c) If either party institutes an action in court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall

advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord/tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

The security deposit (and advance rent, if applicable) will be held by FIFTH THIRD BANK, account number 7433989964, Cape Coral, Florida. This account is non-interest bearing.

Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all **TENANTS** in one check, and, may not be picked up in person from **LANDLORD**.

**PETS:** **TENANT** shall not keep any animal or pet in or around the rental premises without **LANDLORD'S** prior written approval.

**ASSIGNMENTS:** **TENANT** shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the **TENANT** shall be a breach of this agreement.

**APPLICATION:** Any misrepresentation made by the **TENANT** on the rental application will be a breach of this agreement and **LANDLORD** may terminate the tenancy.

**FIXTURES AND ALTERATIONS:** **TENANT** must obtain prior written consent from **LANDLORD** before painting, installing fixtures, making alterations, additions or improvements and if permission is granted, same shall become **LANDLORD'S** property and shall remain on the premises at the termination of the tenancy.

**USE OF PREMISES:** **TENANT** shall maintain the premises in a clean and sanitary condition and in compliance with all applicable governmental requirements including all public health and police regulations relating to such use and occupancy to the full extent permitted by law. **TENANT** shall not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Premises are to be used and occupied by the **TENANT** for only residential, non-business, private housing purposes only. **TENANT** shall secure insurance immediately for any water filled devices with a loss payable clause to **LANDLORD**. **TENANT'S** are not permitted to have a trampoline or above ground swimming pool on the property.

**HOME BASED BUSINESS:** Any **TENANT** operating but not limited to business from the Rental property agrees to the following terms: **TENANT** shall not have any clients or customers visiting the property for business purposes. **TENANT** shall not display signs, make any modifications to the property, use the property address in any advertising, web sites, letterhead or business dealings. **TENANT** agrees to utilize a Post Office Box for any needs used in the business. **TENANT** shall not have an excessive amount of deliveries made to the property. **TENANT** agrees to hold **LANDLORD** harmless for any actions or occurrences which may in any way cause an interruption or adverse effect on **TENANT'S** home based business and **TENANT** agrees that they are conducting the home based business at their own risk and hereby waives any right to any claims against the **LANDLORD**. **TENANT** agrees that the right to conduct a home based business may be revoked at any time and for any reason by the **LANDLORD** at his sole judgment and discretion. **TENANT** shall not operate any type of day care or sitting service on the premises.

**RISK OF LOSS:** All **TENANTS'** personal property shall be at the risk of the **TENANT** or owner thereof and **LANDLORD** shall not be liable for any damage to said personal property of the **TENANT** arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. **TENANT** is strongly urged to secure insurance for personal property.

**UTILITIES:** **TENANT** agrees to pay all charges and deposits for all other utilities and **TENANT** agrees to have all accounts for utilities immediately placed in **TENANT** name with accounts kept current throughout their occupancy. If the utilities, which **TENANT** is responsible for, are still in **LANDLORD'S** name at the time **TENANT** takes occupancy, **TENANT** agrees that **LANDLORD** shall order such utilities to be terminated. In the event a condo association or homeowner's association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association these services will no longer be provided, **TENANT** agrees and understands that **LANDLORD** and/or **AGENT** shall not be required to replace, provide or pay for these removed services for **TENANT**. **TENANT** may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by **LANDLORD** or **AGENT** nor shall it constitute a default under the lease. The failure of **TENANT** to retain and pay for essential services upon notice and demand by the **LANDLORD** or **AGENT** shall constitute a material breach of the lease.

**VEHICLES:** Vehicle(s) must be currently licensed, owned by **TENANT**, registered, operational and properly parked. **TENANT** agrees to abide by all parking rules established now or in the future by **LANDLORD** or condo/homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without Landlord's prior written approval. **TENANT** is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of **LANDLORD** are unauthorized vehicles subject to being towed at **TENANT** expense. Parking on the grass is prohibited. **TENANT** agrees to indemnify **LANDLORD** for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of **TENANT**.

**MAINTENANCE/INSPECTION:** **TENANT** agrees that they have fully inspected the premises and accepts the condition of the premises in "as is" condition with no warranties or promises express or implied. **TENANT** shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event **TENANT** or **TENANT'S** guests or invitees cause any damage to the premises, **LANDLORD** may at its option repair same and **TENANT** shall pay for the expenses of same on demand or **LANDLORD** may require **TENANT** repair same, all charges incurred as additional rent. **TENANT** shall be fully responsible for, and agrees to maintain and repair at **TENANT'S** expense, the following: a/c filters, interior and exterior extermination, locks/keys, screening, smoke alarm(s) and/or batteries, refrigerator water filters, stove rings/drip pans, light bulbs, water conditioner and window glass. **TENANT** is responsible for all plumbing drains, jammed garbage disposal and clogged toilets for any reason other than tree roots. **Tenant is prohibited from using any sanitizing tablets in the holding tanks of the toilets. Any washer, dryer, icemaker or built-in microwave at the property is for the tenant's use but will not be repaired by the**

**Owner/Landlord.** In the event a major repair to the premises must be made which will necessitate the **TENANT'S** vacating the premises, **LANDLORD** may at its option terminate this agreement and **TENANT** agrees to vacate the premises holding **LANDLORD** harmless for any damages suffered if any. **TENANT** shall notify **LANDLORD** immediately of any maintenance need, maintenance performed or repair in writing. **TENANT** agrees that they shall immediately test the smoke detector and shall maintain same. **Any TENANT that leases a property that has storm shutters will be required to install the shutters in the event of a hurricane.**

**LAWN MAINTENANCE:** When the **TENANT** is responsible for the lawn care as part of the lease agreement, this shall include, but is not limited to maintaining, trimming, weeding, pruning and the like, all gardens, lawns, trees, shrubs and any grounds of any type located on or at the leased premises. In addition, **TENANT** shall be responsible for mowing, watering, controlling pests, trimming, pruning and keeping in all manners, the grounds in the same or better condition than received. In the event, the **TENANT** fails to maintain the lawn in the condition in which it was received, the **LANDLORD**, at his option, can notify the **TENANT**, in writing, that the lawn will be maintained by the **LANDLORD** at the **TENANT'S** expense. This notice will be effective upon receipt and the minimum rate of \$85.00 will be due each month with the monthly rent.

**RIGHT OF ENTRY:** **LANDLORD**, upon reasonable notice by telephone, hand-delivery or posting to **TENANT**, has the right of entry to the premises for showing, repairs, appraisals, inspections or any other reason. **LANDLORD** has immediate right of entry in cases of emergency, or to protect or preserve the premises. **TENANT** shall not alter or add locks without prior written consent. If consent is given, **TENANT** must provide **LANDLORD** with a key to all locks. **LANDLORD** may place "For Sale" or "For Rent" signs on the premises at any time.

**DEFAULT:** (1) Failure of **TENANT** to pay rent or any additional rent when due, or (2) **TENANT'S** violation of any other term, condition or covenant of the lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or (3) failure of **TENANT** to comply with any Federal, State and/or County laws, rules and ordinances, or (4) **TENANT'S** failure to move into the premises or tenants abandonment of the premises, shall constitute a default by **TENANT**. Upon default, in addition to complete forfeiture of the security deposit, rent due for the remaining term of this lease is accelerated. **TENANT** shall owe this rent and **LANDLORD** may begin eviction procedures, after proper notice is given under Florida law. If the **TENANT** abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the **LANDLORD**, **LANDLORD** may retake possession of the premises and make a good faith effort to re-rent it for the **TENANT** account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If **TENANT'S** actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, **TENANT** shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

**ATTORNEY'S FEES:** If **LANDLORD** employs an attorney due to **TENANT'S** violation of the terms and conditions of the lease, **TENANT** shall be responsible for all costs and reasonable attorney's fees as incurred by the **LANDLORD** whether or not suit is filed. **TENANT** waives the right to demand a jury trial concerning any litigation between **LANDLORD** and **TENANT**.

**VACATING:** At the expiration of this agreement or any extension, **TENANT** shall peaceably surrender the premises and turn in all keys and any other property

owned by **LANDLORD** leaving the premises in good, clean condition, ordinary wear and tear excepted. **TENANT** agrees to have the carpeting cleaned professionally upon move out or will incur a minimum carpet cleaning charge to be deducted from the security deposit in the amount of \$175.00. In the event all keys are not returned upon move out, there will be a minimum charge of \$110.00.

**RENEWAL:** **LANDLORD** or **TENANT** shall have 30 days to notify each other prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by **LANDLORD** or **TENANT**, and **TENANT** vacates as of the lease expiration date, **TENANT** shall owe an additional months rent. If the required notice is not given by **LANDLORD** or **TENANT**, the tenancy shall become a month-to-month tenancy, which may be terminated by **TENANT** or **LANDLORD** giving written notice not less than 15 days prior to the end of same subsequent monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from **LANDLORD**, if **TENANT** fails to vacate as of the lease expiration date or the end of any successive consensual period, **TENANT** shall additionally be held liable for holdover (double) rent thereafter.

**CONDEMNATION and ACTS OF GOD:** If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind flood, act of God, nature or accident, or if it becomes necessary, in the opinion of the **LANDLORD** or its agent, that **TENANT** must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at **LANDLORD'S** option and upon 7 days written notice to **TENANT**, cease and shall terminate, **TENANT** agrees to and shall vacate and **TENANT**, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, **TENANT** hereby waives all claims against **LANDLORD** for any damages suffered by such condemnation, damage, destruction or lease termination. **TENANT** agrees that in the event that there are hurricane or storm shutters on the premises, **TENANT** will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or **LANDLORD** if **TENANT** is unable to perform this task for any reason, **TENANT** agrees to notify property manager or **OWNER** as soon as any storm watch or warning is placed into effect.

**Bed Bug and or Roach Infestation:** **Owner/Agent** represents that it is not aware of any current infestation or presence of Bed Bugs or Roaches in the rental Property. If **Tenant or Tenants family members, occupants, social guest or invitees** are responsible for causing or introducing bed bugs or roaches into the property tenant shall be in default of the lease, subject to eviction and shall be liable for all rent damages, cleaning and pest control fees, and other charges related to dealing with the infestation. If **Owner/Agent** must move out other **Tenants** from their adjoining or neighboring units then tenant shall be liable for payment of any lost rental income and other expenses incurred by **Owner/Agent**. **Owner/Agent** shall not be responsible for **Tenant's** consequential losses if the lease Contract is so terminated. Under no circumstances shall **Owner/Agent** be liable to each other for punitive damages for breach of contract related to any infestation. In the event Bed Bug's or Roach's are determined to be in the property or unit. **Owner/Agent** shall have the right to terminate the tenancy by giving **Tenant** seven days written notice requiring Tenant to permanently vacate the unit or property and remove all furniture, clothing, and personal belongings any remaining items will be considered abandoned property. **Owner/Agent** in it's sole judgment shall have the right to terminate the tenancy and obtain possession of the unit or property regardless of who is responsible for causing the infestation. Due to the difficulty of treating and the often repetitive treatments necessary to control the infestation Tenant must vacate the unit or property upon such termination. A

tenant who fails to vacate after the lease has been terminated shall be subject to an eviction action

**MOLD:** **LANDLORD** and/or **AGENT** reserves the right to terminate the tenancy and **TENANT(S)** agree to vacate the premises in the event **LANDLORD** and/or **AGENT** in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose as safety or health hazard to **TENANT(S)** or other persons and/or **TENANT(S)** actions or inactions are causing a condition which is conducive to mold growth.

**WAIVERS:** The rights of the **LANDLORD** under this lease shall be cumulative, and failure on the part of the **LANDLORD** to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

**INDEMNIFICATION:** **TENANT** agrees to reimburse **LANDLORD** upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence of improper use by **TENANT**, his agents, family or guests. **TENANT** at all times, will indemnify and hold harmless **LANDLORD** from all losses, damages, liabilities and expenses which can be claimed against **LANDLORD** for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of **TENANT**, his agents, family or guests, or arising from **TENANT'S** failure to comply with any applicable laws, statutes, ordinances or regulations.

**DISPUTES AND LITIGATION:** In the event of a dispute concerning the tenancy created by this agreement. **TENANT** agrees that if the premises are being managed by an agent for the record owner **TENANT** agrees to hold agent, its heirs, assigns and employees harmless and shall look solely to the record owner of the premises in the event of a legal dispute.

**INTEGRATION:** This lease and exhibits and attachments, if any, set forth the entire agreement between **LANDLORD** and **TENANT** concerning the premises, and there are no covenants, promises, agreements, conditions or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

**MODIFICATIONS:** No subsequent alteration, amendment, change or addition to this lease shall be binding upon **LANDLORD** unless reduced to writing and signed by the parties.

**RADON GAS:** 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.

**ABANDONED PROPERTY:** By signing this Rental Agreement, the **TENANT** agrees that upon surrender, abandonment or recovery of possession of the dwelling unit due to the death of the last remaining tenant, as provided by Chapter 83, Florida Statutes, the **LANDLORD** shall not be liable or responsible for storage or disposition of the **TENANT'S** personal property.

**NON-SMOKING PROPERTY:** This is a non-smoking home. The **TENANT(S)** and guests must

smoke outside with the doors and windows closed in the surrounding area of smoking. When the **TENANT(S)** vacate, if there is any evidence of lingering smoke odor in the home, the **TENANT(S)** are subject to forfeiting their deposit in full.

**CITY WATER HOOK-UP:** The **TENANT** may be leasing a home that when occupied, was on a well and septic system. If during their occupancy the provision for water and sewage should be converted to city water and sewer, the **TENANT** will be required to connect to that system by contacting the City of Cape Coral and starting their own account for service. The **TENANT** will be notified in writing by the landlord when it is time for them to contact the City of Cape Coral.

**ACCEPTANCE BY FACSIMILE AND/OR BY ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA: MOLD ADDENDUM & TENANT ACKNOWLEDGMENT RECEIPT**

**ADDITIONAL STIPULATIONS:**

Tenants acknowledge receipt of the following information: 1) Tenant letter; 2) Move-in condition of property form; 3) Check-out inspection requirements; 4) List of utility companies; and 5) City of Cape Coral Code Compliance Guide.

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
TENANT DATE

HOME PHONE \_\_\_\_\_

\_\_\_\_\_  
TENANT DATE

CELL PHONE \_\_\_\_\_

\_\_\_\_\_  
AGENT FOR OWNER DATE

\_\_\_\_\_  
WITNESS DATE