

PROPERTY MANAGEMENT AGREEMENT

THIS PROPERTY MANAGEMENT AGREEMENT is made on the ___ day of _____ 20___ and is effective on the ___ day of _____ 20__ by and between _____, whose address is _____, hereinafter referred to as "Owner" and JIM WOOD REALTY, PL., JAMES A. WOOD, LICENSED REAL ESTATE BROKER, Post Office Box 2748, High Springs, Florida 32655, hereinafter referred to as "Agent".

WITNESSETH in consideration of the mutual promises and covenants herein contained, the Owner and Agent agree as follows:

ARTICLE I.

1. The Owner represents to the Agent as follows:

(a) The Owner is the sole owner and holder of marketable record title to the following described property, hereinafter referred to as the "Premises" and known and described as _____.

(b) The premises shall also include the following personal property and appliances.

(c) _____ The Premises are not subject to a mortgage.

_____ The Premises are subject to a mortgage. All payments and other terms of the mortgage are current and Owner is not in default under any of the provisions of the mortgage. If Owner should fail to make any payment under the mortgage when due, or otherwise be in default under the terms of the mortgage in the future, Owner will notify Agent within 10 days of said failure to make payment or default.

2. The Owner hereby appoints the Agent as the sole and exclusive Agent to lease, rent and manage the Premises known and described as _____ according to the terms and conditions hereinafter set forth.

ARTICLE II.

1. This Agreement shall be for a term of 3 years, beginning on the ___ day of _____ 20___. **After the first year**, either party may terminate this Agreement at any time upon written notice delivered to the other party setting forth a termination date not sooner than 30 days from the date of the notice .

Agent shall have the following responsibilities at the Agent's expense:

- (a) to extend every effort to keep the Premises rented at the present rental or at the highest rental which the Premises will produce in the rental market;
- (b) to advertise the availability of the Premises for rent, and to display "Rent" signs thereon;
- (c) to prepare, sign, renew and/or cancel leases;

- (d) to collect rents due or to become due and to give receipts;
 - (e) to render a monthly statement to Owner by the 30th of each month providing the following information: leasing fee and/or commission deducted and all amounts collected and disbursed.
3. The Owner hereby appoints Agent as Owner's attorney in fact to do the following:
- (a) conduct all business related to the lease or lease renewal for terms of up to one year (even though the lease or renewal term shall extend beyond the term of this Agreement, and
 - (b) terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate and to reinstate the lease if Agent determines that adequate remedy by the tenants was performed; and
 - (c) institute and prosecute actions in the courts, if necessary, to evict tenants and to recover possession of said Premises, to include filing all necessary legal documents with the courts on behalf of the owner; and
 - (d) institute and prosecute actions in the courts to recover rents and other sums due and when expedient, to settle, compromise and release such actions or suits; and
 - (e) institute and prosecute actions in the courts to recover other sums and damages as may be due to owner, and
 - (f) hire, discharge and supervise all labor and employees required for the operation and maintenance of the Premises; and
 - (g) enter into contracts for electricity, insect control, gas, fuel, water, window and/or hallway cleaning, trash hauling and other services or such of them as the Agent shall deem advisable; and
 - (h) make or cause to be made such repairs and/or alterations, and/or to have services performed to the Premises as may be advisable or necessary, and to purchase such supplies as may be necessary or advisable; and
 - (i) spend up to \$ 350.00 (per item) without Owner's prior consent to undertake any of the foregoing set forth in subparagraphs (f) through (h) above; and
 - (j) under such circumstances as the Agent shall deem to be an emergency, the Agent is authorized at the expense of the Owner, to make or cause to be made such repairs and/or alterations to the Premises as may be advisable or necessary without the \$350 per item limitation set forth in paragraph (i) above.
4. The Owner hereby agrees to do the following:
- (a) reimburse the Agent promptly for any monies the Agent might elect to advance for the account of the Owner. Nothing contained herein, however, shall be construed to obligate the Agent to make any such advances;
 - (b) pay \$50 to Agent for serving an eviction notice on tenants;
 - (c) pay \$350 to Agent together with court costs for filing, tracking process of service, and obtaining the eviction, should further legal action be required after the serving of an eviction notice;

- (d) pay \$150 to Agent together with court costs if a separate suit for recovery of other sums and damages due becomes necessary
- (e) assume the obligation of any contract entered into by Agent in accordance with Article II above.

ARTICLE III. The Owner shall indemnify and hold Agent harmless from all damage suits in connection with the management of the Premises and from liability from injury suffered by any employee or other person whomsoever, and to carry, at Owner's expense, necessary public liability insurance in such an amount as to be adequate to protect the interests of the parties hereto, which policies shall be so written as to protect the Agent in the same manner and to the same extent they protect the Owner, and will name the Agent as co-insured. The Agent also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence.

ARTICLE IV. The Owner agrees to pay the following to the Agent:

1. A leasing fee of \$ 500.00 or 50% of the first month's rent (whichever is greater) for leasing, which shall become due when a new tenant has been secured and a signed lease has been executed (this fee shall be deducted from the first month's rent)
2. Commission of 10% of the rents collected in each calendar month (which shall be deducted from rents collected each month).
3. One half of any late fees collected under the lease

ARTICLE V. All rights, remedies and liabilities herein given to or imposed upon any of the parties hereto shall extend to and bind their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

WITNESS:

OWNER:

Witness

Owner

Witness

Witness

Owner

Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____
by _____ who

_____ is/are personally known to me.
_____ produced _____ as identification.

Signature of Notary

My Commission Expires: _____ (Seal)

JAMES A. WOOD, LICENSED REAL ESTATE BROKER

By _____
James A. Wood

Date signed by Agent: _____



RENTAL APPLICATION

Each applicant, including both husband and wife, must fill out the Personal Information Section

Application Fee:
\$ 250.00

Date Paid: _____

Method: ___ Cash

Check # _____

Money Order # _____

Rec'd By: _____

PLEASE PRINT

PROPERTY INFORMATION

Address Applied For: Street _____

City _____ County _____

Requested Occupancy Date: _____

Applicant # 1: _____

Applicant # 2: _____

Applicant # 3: _____

Applicant # 4: _____

An **APPLICATION FEE** of **\$250.00** is required at the time of submitting the application. This must be in the form of **CASH, CERTIFIED CHECK or MONEY ORDER**. Applicant agrees by signing this application that the Application Fee will be forfeited if the application is declined because of false information or if the application is withdrawn, **FOR ANY REASON**, by applicant after the application has been approved. If, within ten (10) days of notification that the application is approved, the applicant fails to sign the required leases and fails to pay the balance of monies due (unless the Landlord has agreed to other arrangements), Applicant shall forfeit the entire Application Fee and the rental unit shall be placed back on the rental market. **THERE WILL BE NO EXCEPTIONS.**

The Application Fee, less \$50, shall be applied to the Security Deposit upon signing of the lease or shall be refunded to applicant if the application is denied for reasons other than false information on the application or withdrawal of the application after application has been approved. Should there be more than two signers (Applicants) on the lease, an additional non-refundable Credit Check Fee of \$25 will be charged per individual.



RENTAL APPLICATION

APPLICANT # _____

PERSONAL INFORMATION

NAME: First _____ Middle _____ Last _____

SOCIAL SECURITY #: _____ DATE OF BIRTH: _____ AGE: _____

DRIVER'S LICENSE: Number _____ State _____

PHONE: Home _____ Cell _____ Work _____

EMAIL: _____ FAX: _____

CURRENT ADDRESS: Street _____ Apartment # _____

City _____ State _____ Zip _____

PRIMARY VEHICLE: Make _____ Model _____

Year _____ Color _____ Plate # _____ State _____

BANK ACCOUNT: Name of Bank _____ Branch _____

_____ Checking _____ Savings PHONE: _____ FAX: _____

ADDRESS: Street _____ City _____ State _____ Zip _____

BANK ACCOUNT: Name of Bank _____ Branch _____

_____ Checking _____ Savings PHONE: _____ FAX: _____

ADDRESS: Street _____ City _____ State _____ Zip _____



RENTAL HISTORY
(Husband and wife applicants may complete only one rental history)

CURRENT LANDLORD: _____

PHONE: _____ FAX: _____ EMAIL: _____

HOW LONG AT CURRENT ADDRESS: Months _____ Years _____ RENT PER MONTH: \$ _____

REASON FOR LEAVING: _____

Is your present rent up to date ? _____ When does your Lease end? _____

PREVIOUS ADDRESS: Street _____ Apt. # _____

City _____ State _____ Zip _____

PREVIOUS LANDLORD: _____

PHONE: _____ FAX: _____ EMAIL: _____

HOW LONG AT THIS ADDRESS: Months _____ Years _____ RENT PER MONTH: \$ _____

REASON FOR LEAVING: _____

PREVIOUS ADDRESS: Street _____ Apt.# _____

City _____ State _____ Zip _____

PREVIOUS LANDLORD: _____

PHONE: _____ FAX: _____ EMAIL _____

HOW LONG AT THIS ADDRESS: Months _____ Years _____ RENT PER MONTH: \$ _____

REASON FOR LEAVING: _____

Applicant authorizes Jim Wood Realty, PL or their agent to contact past and present landlords to investigate applicant’s rental and payment history.

ANY PERSON OR FIRM IS AUTHORIZED TO RELEASE INFORMATION ABOUT THE UNDERSIGNED UPON PRESENTATION OF THIS FORM OR A PHOTOCOPY OR FACSIMILE OF THIS FORM AT ANY TIME.

Applicant’s Signature: _____ Date: _____



EMPLOYMENT HISTORY

CURRENT EMPLOYER: _____

ADDRESS: Street _____ Apt./Suite _____

City _____ State _____ Zip _____

PHONE: _____ FAX: _____ EMAIL: _____

POSITION: _____ SUPERVISOR: _____ HOW LONG? _____

WAGES: Per Paycheck \$ _____ PAID: _____ Weekly _____ Bi-Weekly _____ Monthly

PREVIOUS EMPLOYER: _____

ADDRESS: Street _____ Apt./Suite _____

City _____ State _____ Zip _____

PHONE: _____ FAX: _____ EMAIL: _____

POSITION: _____ SUPERVISOR: _____ HOW LONG? _____

WAGES: Per Paycheck : \$ _____ PAID: _____ Weekly _____ Bi-Weekly _____ Monthly

REASON FOR LEAVING: _____

PREVIOUS EMPLOYER: _____

ADDRESS: Street _____ Apt./Suite _____

City _____ State _____ Zip _____

PHONE: _____ FAX: _____ EMAIL: _____

POSITION: _____ SUPERVISOR: _____ HOW LONG? _____

WAGES: Per Paycheck \$ _____ PAID: _____ Weekly _____ Bi-Weekly _____ Monthly

REASON FOR LEAVING: _____

Applicant authorizes Jim Wood Realty, PL or their agent to contact past and present employers to investigate applicant’s work and financial history.

ANY PERSON OR FIRM IS AUTHORIZED TO RELEASE INFORMATION ABOUT THE UNDERSIGNED UPON PRESENTATION OF THIS FORM OR A PHOTOCOPY OR FACSIMILE OF THIS FORM AT ANY TIME.

Applicant’s Signature: _____ Date: _____

GENERAL INFORMATION

OTHER INCOME
(Pension, Social Security, Trust Fund, Alimony, Child Support, Stocks, Bonds, etc.
(Attach photocopies of proof of additional income to application)
Include for all applicants

SOURCE: _____ AMOUNT: \$ _____ PROOF: _____

SOURCE: _____ AMOUNT: \$ _____ PROOF: _____

SOURCE: _____ AMOUNT: \$ _____ PROOF: _____

SOURCE: _____ AMOUNT: \$ _____ PROOF: _____

SOURCE: _____ AMOUNT: \$ _____ PROOF: _____

OTHER FIXED MONTHLY EXPENSES
(Auto Loans, Other Loans, Credit Cards, Alimony, Child Support)
Include for all applicants

AUTO LOAN: Lien Holder _____ Monthly Payment \$ _____

AUTO LOAN: Lien Holder _____ Monthly Payment \$ _____

AUTO INSURANCE:: Company _____ Monthly Payment \$ _____

HEALTH INSURANCE: Company _____ Monthly Payment \$ _____

CREDIT CARD: Company _____ Monthly Payment \$ _____

CREDIT CARD: Company _____ Monthly Payment \$ _____

CREDIT CARD: Company _____ Monthly Payment \$ _____

CREDIT CARD: Company _____ Monthly Payment \$ _____

STUDENT LOANS: Company _____ Monthly Payment \$ _____

OTHER: Holder or company _____ Monthly Payment \$ _____

OTHER: Holder or company _____ Monthly Payment \$ _____

OTHER: Holder or company _____ Monthly Payment \$ _____

PROPOSED OCCUPANTS
(Including applicants, children, other relative or friend)

NAME: _____ RELATIONSHIP: _____ AGE: _____
NAME: _____ RELATIONSHIP: _____ AGE: _____
NAME: _____ RELATIONSHIP: _____ AGE: _____
NAME: _____ RELATIONSHIP: _____ AGE: _____
NAME: _____ RELATIONSHIP: _____ AGE: _____
NAME: _____ RELATIONSHIP: _____ AGE: _____

PROPOSED PETS

TYPE/BREED: _____ COLOR: _____ WEIGHT: _____ AGE: _____
TYPE/BREED: _____ COLOR: _____ WEIGHT: _____ AGE: _____
TYPE/BREED: _____ COLOR: _____ WEIGHT: _____ AGE: _____
TYPE/BREED: _____ COLOR: _____ WEIGHT: _____ AGE: _____

PERSONAL REFERENCES
(Local, if possible)

NAME: _____ Known How Long? _____
ADDRESS: Street _____ State _____ Zip _____
PHONE: Home _____ Work _____ Cell _____
EMAIL: _____ FAX: _____

NAME: _____ Known How Long? _____
ADDRESS: Street _____ State _____ Zip _____
PHONE: Home _____ Work _____ Cell _____
EMAIL: _____ FAX: _____

NAME: _____ Known How Long? _____

ADDRESS: Street _____ State _____ Zip _____

PHONE: Home _____ Work _____ Cell _____

EMAIL: _____ FAX: _____

NAME: _____ Known How Long? _____

ADDRESS: Street _____ State _____ Zip _____

PHONE: Home _____ Work _____ Cell _____

EMAIL: _____ FAX: _____

EMERGENCY CONTACTS

NAME: _____ RELATIONSHIP: _____

ADDRESS: Street _____ State _____ Zip _____

PHONE: Home _____ Work _____ Cell _____

EMAIL: _____ FAX: _____

NAME: _____ RELATIONSHIP: _____

ADDRESS: Street _____ State _____ Zip _____

PHONE: Home _____ Work _____ Cell _____

EMAIL: _____ FAX: _____

NAME: _____ RELATIONSHIP: _____

ADDRESS: Street _____ State _____ Zip _____

PHONE: Home _____ Work _____ Cell _____

EMAIL: _____ FAX: _____

WOULD ANY OF THE ABOVE LISTED REFERENCES OR EMERGENCY CONTACTS
BE WILLING TO COSIGN THE LEASE? _____ YES _____ NO

IF YES, LIST THEIR NAME HERE: _____

NOTES

**(List any additional information if there wasn't enough space available
in the categories above or of any other significance to your application)**

MISCELLANEOUS INFORMATION AND APPLICANT(S)' SIGNATURE(S)

WHO REFERRED YOU TO THIS OFFICE? _____

PRIVACY POLICY: WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS TO ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

NOTE: OWNER'S INSURANCE DOES NOT COVER TENANTS' POSSESSIONS. PLEASE CONTACT YOR INSURANCE AGENT FOR PERSONAL PROPERTY OR RENTER'S INSURANCE COVERAGE. IF YOU DO NOT HAVE AN INSURANCE AGENT THAT CAN PROVIDE YOU WITH THE COVERAGE NEEDED, WE WILL BE HAPPY TO REFER YOU TO SOME AGENTS IN THE AREA THAT CAN HELP YOU.

UPON SIGNING THE LEASE WE PROVIDE OUR TENANTS WITH ALL THE NEEDED INFORMATION FOR OBTAINING UTILITIES AND FOR PROPER MAINTENANCE OF THE PROPERTY

_____ I/WE HAVE INSPECTED THE RENTAL PROPERTY AND FIND IT TO BE IN A GOOD AND HABITABLE CONDITION.

_____ I/WE HAVE INSPECTED THE RENTAL PROPERTY AND ADVISE THE LANDLORD THAT THE FOLLOWING REPAIRS ARE NEEDED TO MAKE THE RENTAL PROPERTY HABITABLE.

I/We have read the entire application and agree to abide by all requirements and regulations of the lease for this property. All information contained in this application is true, accurate and complete to the best of the applicant(s)' knowledge.

I/We understand that any misrepresentation in this application is grounds for denial of the application and forfeiture of the Application Fee.

SIGNATURE(S):

Applicant # 1: _____ **Date:** _____

Applicant # 2: _____ **Date:** _____

Applicant # 3: _____ **Date:** _____

Applicant # 4: _____ **Date:** _____

Post Office Box 2748
High Springs, Florida
32655-2748



Phone: 386-454-2907
Fax: 386-454-2510
www.jimwoodrealty.com

TENANT DISCLOSURE AND RELEASE

In connection with my tenant application with Jim Wood Realty I understand that consumer reports which may contain public record information may be requested from Advantage Credit, Inc./Advantage Tenant, Inc., Pensacola, Florida. These reports may include the following types of information: names and dates of previous employers, reason for termination of employment, work experience, accidents, etc. I further understand that such reports may contain public record information concerning my driving record, workers' compensation claims, credit, bankruptcy proceedings, criminal records, etc., from federal, state and other agencies which maintain such records.

I AUTHORIZE WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY ADVANTAGE TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I have the right to make a request to Advantage Credit, Inc./Advantage Tenant, Inc., upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information.

I hereby authorize procurement of consumer report(s). If approved as a tenant, this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports at any time during my contract period.

I authorize Jim Wood Realty and its' Agents to use information furnished in my Rental Application to secure the consumer report(s).

PRINT NAME

DATE

SIGNATURE

AGENT FOR JIM WOOD REALTY

RESIDENTIAL LEASE

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. THEY CAN BE LOCATED ONLINE AT [HTTP://WWW.LEG.STATE.FL.US/STATUTES](http://www.leg.state.fl.us/statutes).

1. **PARTIES.** This is a lease (“the Lease”) between the owner, whose Agent is **JIM WOOD REALTY, PL** whose address is **Post Office Box 2748, High Springs, Florida 32655** and (Tenant), whose address is Agent’s E-mail address: jimwoodrealty@gmail.com
Agent’s Telephone Number: 386-454-2907
2. **PROPERTY RENTED.** The Landlord leases to the Tenant the land and building located together with the following furniture and appliances:

In the Lease, the property leased, including furniture and appliances, if any, is called “the Premises.”

3. **OCCUPANCY.** The Premises shall be occupied only by the persons listed below:

NAME	RELATIONSHIP	AGE
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If an occupant is planning to vacate the premises or if the Tenant wishes to add another occupant, Tenant must notify the Landlord’s Agent prior to any changes in occupancy. If the vacating occupant is a tenant on the Lease, they shall be responsible for the rent until the Lease Term has expired or until a replacement has been secured. Any person requesting to be added to the Lease must fill out a complete application and receive approval from the Landlord’s Agent.

4. **TERM.** This is a lease for a term not to exceed Twelve months beginning on ___ day of ___ and ending on ___ day of ___
5. **PAYMENTS, SECURITY AND PET DEPOSIT AND TAXES AND CHARGES.** The rent shall be payable by Tenant in monthly installments of \$ ___ on the ___ day of each month. Tenant shall make rent payments required under the Lease by cash, personal check, money order or cashier’s check. **The check for rent payment shall be payable to Jim Wood Realty Trust. The security deposit, pet deposit and advanced rent shall be made out to Jim Wood Realty Escrow Account.** If payment is accepted by any means other than cash, payment is not considered made until the other instrument has been cleared by our bank. All monies will be collected at the time of signing.

First month's rent	\$	due upon signing.
Prorated rent	\$	due upon signing
Advanced rent (months)	\$	due upon signing.
Last month's rent	\$	due upon signing.
Security deposit	\$	due upon signing.
Pet deposit	\$	due upon signing.
Total due at signing	\$	

6. **LATE FEES.** In addition to rent, Tenant shall pay a late charge in the amount of \$ **50.00 for first rent payment made more than five days after the day rent is due, \$75.00 for the second and third and then \$100 for each late payment thereafter.** Initials ___/___

7. **BAD CHECK FEE.** If Tenant makes a rent payment with a worthless check, Tenant will be charged a Bad Check Fee of **\$31.00** (not to exceed the amount prescribed by Section 68.065, Florida Statutes.). Initials ___/___

Agent can require that all future payments be made by cash, money order, cashier's check or official bank check.

8. **SECURITY AND PET DEPOSITS.** Landlord shall hold the Tenant's security and pet deposits in a separate non-interest bearing account in a Florida banking institution for the benefit of Tenant. Landlord cannot mix such money with any other funds or pledge, mortgage, or make any other use of such money.

At the end of the Lease, Landlord will refund the Tenant's security and pet deposits **if** the Premises are surrendered in good repair and a clean condition, including special cleaning required. **All appliances, including but not limited to oven/stove, refrigerator, microwave, dishwasher, washer and dryer must be deep cleaned upon the tenant leaving the home. If the tenant chooses to leave the appliances in a dirty condition, payment to have the items deep cleaned will be deducted from the security deposit. If the Tenant has permission to smoke or if the Tenant has smoked in the Premises they will be required to pay for the cleaning and odor removal service, as well as interior painting of the walls, costs will be deducted from the security and pet deposits and any balance then remaining will be refunded to the Tenant.** Initial ___/___

Pet Deposits will not be refunded upon termination of this lease until the Tenant has vacated the property and the premises have been unoccupied for at least two weeks. **If during that two week period fleas begin to appear in the premises, the cost of fumigating for the fleas will be deducted from the pet deposit and another two week waiting period will ensue. Should the home be left with pet odor the tenant will be responsible for a minimum of five days Ozone Machine. Once the premises remain flea free for two weeks, and the pet odor is no longer apparent the balance of the pet deposit will be refunded minus the cost of repairs or remedies for any other problems in relation to the pets, such as urine odor in carpets, scratches on floorboards, walls and doors or damage to screens.** Initial ___/___

Security and pet deposits will **not** be refunded if Tenant wrongfully terminates the Lease before the end of the Lease term.

9. SMOKING. NO SMOKING IS PERMITTED IN THE PREMISES.

- a. Tenant shall not smoke nor permit visitors or guests to smoke inside the Premises.
- b. If Tenant or tenant's visitors or guests choose to smoke outside the premises, the Tenant will make sure all cigarette butts and other debris such as matches and empty packs are picked up and disposed of properly. **Should the tenant or guest choose to smoke in the home, the tenant will be responsible for the cleaning, painting and odor removal of the home as this is a violation of the lease.** Initials _____ / _____

10. PETS. Tenant may not keep or allow any pets or animals on or in the Premises except specifically designated pets named in subparagraph b below.

- a. If Tenant wishes to have a pet or pets on the premises, Tenant shall obtain permission from the Landlord prior to allowing the pet(s) on the premises and Tenant shall pay a Pet Deposit of **\$400.00** per pet.
- b. If pets are allowed, **only** the pets described in this paragraph are permitted on the Premises:
- c. **If pet damage has caused** clogging of air conditioning unit, scratched walls/doors, or if the animal has used the floors for a bathroom the tenant will be responsible for the cleaning and repair of the air conditioning unit, repairs and painting on walls and the replacement of flooring. Should there be pet odor the tenant will be responsible for the home to be deodorized and possible interior painting.

<u>Type</u>	<u>Breed</u>	<u>Color</u>	<u>Weight</u>	<u>Age</u>
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- d. If pets are allowed, Tenant must provide a certificate or statement from their Veterinarian that the pets are under a regular regimen to control fleas and are currently free of fleas before bringing the pets onto/into the property. The pets shall be kept current on their flea treatment at all times.
- e. If pets are allowed, Tenant must provide liability coverage for any damages or injuries caused by the pets. In the event a pet injures anyone on the premises or passing by the premises or causes damage to the property of any such persons, the Landlord and Agent shall be held harmless from any liability, including, but not limited to medical bills, repair bills or punitive damage claims. If the Tenant does not carry liability coverage then the Tenant shall assume all liabilities in relation to the actions of their pet(s).

11. KEYS AND LOCKS. Landlord shall furnish Tenant:

One (1) set of keys to the dwelling. Tenant may have as many sets duplicated as they wish. At end of Lease Term, all items specified in this paragraph shall be returned to Jim Wood Realty, PL at P. O. Box 2748, High Springs, Florida 32655.

12. NOTICES. Jim Wood Realty, PL at P. O. Box 2748, High Springs, Florida 32655 is Landlord's Agent. All notices must be sent to Landlord's Agent unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to Landlord or the Landlord's Agent (whichever is specified above) shall be given by US mail or by hand delivery.

Any notice to Tenant shall be given by US mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

13. UTILITIES. Tenant shall pay all utilities services during the Lease Term and connection charges and deposits for activating all utility services to the Premises during this lease.

If a utility service is already turned on at the premises, Landlord's Agent will advise the Tenant at the signing of the Lease and Tenant will have the service(s) transferred to their name by the date they take possession of the Premises. If the Landlord or Landlord's Agent receives a utility bill displaying charges for utility services provided after the first day of the Lease Term, a bill for the charges incurred after the first day of the Lease Term shall be forwarded to the Tenant and Tenant shall pay Landlord's Agent said bill within 10 days of receiving the bill.

14. USE OF PREMISES. Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises.

- a. Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than seven (7) nights in any calendar month. Landlord's approval is required to allow anyone else to occupy the Premises for a longer period.
- b. Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.
- c. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement.
- d. If the Tenant receives permission to paint, alter or improve the premises, **THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FROM IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES.** Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest. **Initial** ____/____
- e. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property.
- f. Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, **provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal which includes patch and paint.** **Initial** ____/____
- g. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.

- h. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.
- i. Tenant shall not create any environmental hazards on or about the Premises.
- j. All vehicles parked on the premises must be properly maintained and must have current registration and tags. In the event the tenant wishes to do mechanical repairs to a vehicle, the repairs must be completed in a timely fashion.
- k. Tenant shall not operate an ATV (All-Terrain Vehicle) or any similar vehicle on the property or adjoining streets and right of ways. The use of an ATV or similar vehicle is a high-risk activity, which the owner forbids on the premises. The operation of ATVs and similar vehicles is also extremely noisy and causes an unnecessary disturbance to the neighbors.
- l. Tenant shall not install or cause to be installed a trampoline in the yard without prior consent from the landlord. If permission for a trampoline is granted, Tenant shall execute an addendum to the Lease guaranteeing proper installation, purchase of liability coverage and holding the Landlord and the Landlord's Agent harmless in the event of an injury or liability claim resulting from the use of the trampoline.
- m. Tenant shall not install or cause to be installed an above-the-ground swimming pool without prior consent from the landlord. If permission for an above-the-ground pool is given, Tenant shall execute an addendum to the lease guaranteeing proper installation, purchase of liability coverage for use of the pool and guaranteeing that the lawn will be returned to former status upon removal of the pool.

15. MAINTENANCE. Landlord shall be responsible for compliance with Section 83.51, Florida Statutes and shall be responsible for maintenance and repair of the Premises unless otherwise stated below.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

Tenant shall:

- a. notify **Jim Wood Realty, PL at P. O. Box 2748, High Springs, Florida 32655 whose phone number is 386-454-2907** of maintenance and repair requests. Tenant will notify Agent of needed maintenance or repair as soon as tenant is aware of the problem and will not delay notification until the problem becomes worse;
- b. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
- c. **replace air conditioning filter every thirty (30) days. If the tenant fails to replace the air conditioning filter as prescribed and this causes damage to the unit, the tenant shall be responsible to arrange for the repairs of the unit and to pay for all bills incurred to fix or replace the unit;** Initial ____ / ____

- d. **at no time shall the thermostat for the air conditioner be set lower than 74° F. Setting the thermostat lower than the prescribed temperature can cause the air conditioner to freeze and render it unable to work, risking serious damage to the unit. If the temperature is set below 74° F and the unit freezes and quits working, the tenant shall be responsible to arrange for the repairs and to pay for all bills incurred to fix or replace the unit;** Initial ____/____
- e. keep all plumbing fixtures in the dwelling unit clean, sanitary and in repair;
- f. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, **The refrigerator coils must be cleaned every Sixty (60) days. (If you do not know how to clean the coils please call the office.)** Initial ____/____
- g. keep the Premises clean and sanitary;
- h. remove all garbage from the dwelling unit in a clean and sanitary manner;
- i. provide proper garbage receptacles and keep them in good condition, clean and properly covered;
- j. keep lawn cut and exterior of property free of debris or clutter;
- k. arrange and pay for pest control if home becomes infested with roaches, ants, or other insects or vermin. (Landlord provides a onetime pest control treatment prior to tenant taking possession of the property).

16. SUBLEASES. Tenant may not assign the Lease or sublease all or any part of the Premises.

17. LEAD-BASED PAINT. Tenant shall sign lead-based paint disclosure, if applicable.

18. SERVICE MEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes.

19. LANDLORD'S ACCESS TO PREMISES. Landlord's Agent may inspect the Premises from time to time, after reasonable notice to the Tenant.

Landlord's Agent may enter the Premises in the following circumstances:

- a. at any time for the protection or preservation of the Premises.
- b. after reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- c. To inspect the Premises; make necessary or agreed upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - (i) with Tenant's consent;

- (ii) in case of emergency;
- (iii) when Tenant unreasonably withholds consent; or
- (iv) if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for protection or preservation of the Premises).

20. HOMEOWNER'S ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNER'S ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS SPECIFIED IN ARTICLE 6, IF MADE. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirement for obtaining approval. Tenant shall pay the security deposit required by the association, if applicable.

21. RISK OF LOSS/INSURANCE. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

22. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes.

23. CASUALTY DAMAGE. If the premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

24. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies.

25. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

26. LEASE ASSIGNMENT. Nothing contained in this lease shall prohibit Landlord from assigning this lease to a bona fide purchaser of the property.

27. RENEWAL/EXTENSION. Either Party may terminate this lease at the end of the term by giving the other party 30 days written notice prior to the end of the term. If neither

party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same until a Lease Extension can be executed. A thirty (30) days written notice is required for termination by either party while on a month-to-month status. The Landlord reserves the right to increase the amount of rent following the end of the term and upon delivery of written notice to the Tenant thirty (30) days prior to the effective date of any increase.

28. ATTORNEY'S FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorney's fees, from the non-prevailing party.

29. MISCELLANEOUS.

- a. Time is of the essence of the performance of each party's obligations under the Lease.
- b. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- c. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- d. No agreement to accept surrender of the premises from Tenant will be valid unless in writing and signed by Landlord.
- e. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- f. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- g. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises are located.
- h. Landlord and Tenant will use good faith in performing their obligations under the Lease.
- i. The Tenant shall remove all personal property from the premises upon surrendering the premises at the termination of the Lease. If tenant leaves personal property on the premises after surrendering the premises and returning the keys, etc. or if Tenant abandons the premises, the Landlord shall not be liable or responsible for the storage or disposition of the Tenant's personal property left on the premises.
- j. As required by law, Landlord makes the following disclosure:

"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.

30. INTENTIONALLY LEFT BLANK.

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.

Executed by Landlord in the presence of:

Witnesses:

Sign here: _____

Print name: _____

Sign here: _____

Print name: _____

Landlord

James A. Wood, Agent

Date: _____

Executed by Tenant in the presence of:

(2 witnesses for each Tenant)

Witnesses:

Sign here: _____

Print name: _____

Sign here: _____

Print name: _____

Sign here: _____

Print name: _____

Sign here: _____

Print name: _____

Tenant(s)

Tenant sign here: _____

Tenant print name: _____

Tenant sign here: _____

Tenant print name: _____

Date _____

Renters, landlords both get new protections



Alachua County Sheriff's Deputy Scott Caley tapes an eviction notice on the front door an a home.)

MATT STAMEY/Special to the Guardian

By [Erin Jester](#)

Special to the Guardian

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If you're among the roughly 38 percent of Alachua County residents who rent their homes, you might want to do a quick check of your rental agreement.

On Monday, significant changes to Florida's Landlord-Tenant Act went into effect.

One major change is that tenants could pay partial rent and still be evicted within days if they fail to pay the balance.

The revisions also state that if a tenant breaks a rule in the rental agreement twice in one year, the landlord can file for eviction after the second occurrence without posting a second notice or giving the tenant an opportunity to fix the problem. Rule-breaking could be having unauthorized guests or pets, or parking in the wrong place.

But the changes protect renters, too.

The changes include new provisions against landlords retaliating against tenants and clarifies language that ensures renters get their security deposits back in a reasonable amount of time.

Lt. Alice Lee of the Alachua County Sheriff's Office Civil Bureau said her deputies served about 760 eviction notices in 2012, averaging between 60 and 70 notices a month.

So far in 2013, Lee said her office has posted between 80 and 90 notices each month.

A few of the notices are stayed or don't get carried out, "but we execute more than 90 percent of them," she said.

Although the law will make it significantly easier for landlords to evict, which is generally a lengthy and costly process, Alachua County landlords and property managers say they doubt they'll use the provision very much.

Public housing is likely to see the most impact from the law.

Pamela Davis, executive director of Gainesville Housing Authority, said she was pleased to see a clarification of the 45-day rule in the new law.

The rule states that a landlord has 45 days to evict a tenant for a reason such as criminal activity or drug activity, but previous language was unclear about when the 45 days begin.

Davis said the new law states landlords now have 45 days from the time they become aware of illegal activity, not from the time the activity happens. It won't matter if the landlord finds out about the incident more than 45 days after it happened, which in the past meant the landlord couldn't evict.

"That's going to help us," Davis said. "Sometimes there's a lag from when we get the information and when the incident actually occurred."

The 45-day rule applies to all rental units, but the process of eviction works a little differently for public housing.

Gainesville Housing Authority posts a three-day notice of late rent payment like a property manager would for any other residence, but the housing authority also must post a 14-day notice as required by federal law. The housing authority can't file for eviction until the 14 days are up.

In the year that Davis has been with Gainesville Housing Authority, she said about 20 evictions have been filed. Her agency oversees 735 residences.

Like privately owned residences, evicting tenants from public housing can be a lengthy process, she said. Some evictions have taken as long as 120 days to carry out.

Though Davis said the housing authority still prefers to work out a payment plan or another agreement with tenants who fall behind on their rent, the new law will “absolutely streamline the process” when an eviction is necessary.

Lea Knezevich, a property manager with Campus Realty, said the company hasn’t evicted any tenants in the four years she has been there.

“We would much rather try and work with them than evict them,” she said.

Campus Realty has about 75 properties in Alachua County, and the majority of them are rented by students.

The two main issues the company has with renters, Knezevich said, are late or missing rent payments and not taking care of the rental property.

With student renters, the company requires a guarantor, usually a parent, who is responsible for paying the rent if the student can’t.

“(The students’) income is never going to show enough to meet the standards of rentals we set,” Knezevich said.

An eviction would be reflected in the guarantor’s credit score, as well.

If a tenant starts to fall behind on rent, Campus Realty tries to work out a payment plan, or sometimes will find another person to sublease the property.

Especially with a guarantor, this usually works, Knezevich said.

But when an eviction is necessary, it can be difficult for landlords to get tenants out and still recover the rent payments.

Under the current laws, landlords must file a three-day notice demanding rent, then a five-day notice. If the tenant still does not pay up, the landlord must turn the case over to civil court, and the eviction process can go on for weeks or months.

“If they’re not paying their rent, they could possibly live there for months and months with no rent payment coming in,” Knezevich said.

The new law would make it easier to kick out renters who are derelict on their payments, but she said Campus Realty is unlikely to start evicting people as soon as they start falling behind — it’s hard to recover back rent payments after the tenant is evicted, and disgruntled tenants might do more damage to the property than their security deposit will cover, she said.

“Again, your first choice is always try and work with the tenant,” she said.

As an attorney and a landlord, Jacob Rush agreed. Posting notices can make matters worse, he said.

“It’s a last resort, but it’s also a legal necessity,” he said.

To maintain good rapport with his tenants, Rush said he follows up a three-day non-payment notice with an email to find out what’s going on.

In five years as a landlord, he said he has never had to evict.

“When you have such a good relationship with the tenants, you don’t have to be such an aggressive landlord,” he said.

Rush said he didn’t think the changes to the law would affect him at all.

However, he said, the quick-eviction provision will help landlords whose tenants wreck the property or squat in residences while not paying rent. It also helps clear up civil courts that are burdened with a high case load, he said.

Most importantly for renters, Rush said, the law prevents dishonest landlords from keeping security deposits without providing an itemized bill.

Erin Jester is a Gainesville Sun staff writer.

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