

Punta Rassa Condominium Lease

THIS LEASE is made this _____ day of _____, _____, 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 Declaration of Condominium and exhibits attached hereto, the Condominium Rules and By-Laws enacted from time to time, and the consent of the Condominium Association of this Lease, the Owner leases to the Tenant the following described premises:

including parking spaces _____, and the additional limited common elements consisting of playground, pool, cabana, tennis court and fishing docks.

1. TERM. The term of this Lease is for a period of _____ beginning on _____ and ending on _____.
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 in the amount of \$ _____ to be held by Owner and applied to the rental payments due for the _____ month _____ of the term of this Lease.
3. MAINTENANCE/RECREATION COSTS. Tenant agrees to pay all maintenance payments, recreation lease payments, and other analogous recurring fees and costs for the term of this Lease, as well as all fines, penalties, delinquent assessments and the like imposed on Owner, Tenant, or both because of any negligence, neglect or default by Tenant. These payments, fees and costs currently total \$ _____ per month and are payable to: _____ whose address is: _____.
4. SECURITY DEPOSIT. Owner additionally acknowledges receipt from Tenant of a security deposit in the amount of \$ _____. The deposit shall be returned to Tenant at the expiration of this Lease provided that all rent has 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 4 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 areas not set aside for recreation, or in any other way to annoy the tenants of other units. Tenant shall comply with all written rules and regulations that the condominium association has enacted and shall hereafter may enact.
6. PETS. Tenants will keep no pets or other animal on the premises without the written consent of the Owner and Association.
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 premises, furnishings, equipment, fixtures and plantings, if any, 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 premises, including its keys and locks, without the proper written consent of the Owner.
 - (c) Cleanliness/Waste. Tenants shall maintain the leased premises in a clean and safe condition; shall commit no waste; shall bring nothing 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 premises and common areas, 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 the articles and made good any damage or deficiency therein, caused by the Tenant.
9. RIGHT OF ENTRY. Owner or his agent may enter upon the premises without notice in emergencies, and at reasonable times upon prior notice to the Tenant at other times, 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 Owners existing or future mortgages, liens and encumbrances.

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 apportioned as of the day Tenant moves out.
12. ABANDONMENT OF PREMISES. If Tenant renounces the lease or abandons the premises, Owner may, at his option, obtain possession of the premises in any manner allowed or provided by law, and may at his option, as agent for Tenant, relet the 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 PREMISES. 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 rendered the premises partially untenable, and the casualty is not due to the negligence or fault of the Tenant, and Owner is insured against that casualty, 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. Tenant is permitted to assign and sublease the premises upon obtaining the Owners consent in writing, which consent may not be unreasonably withheld.
15. DEFAULT. If the Tenant fails to pay the rent or any costs, fees, taxes, charges and utilities in the amounts and at the times set forth above, or if Tenant violates any of the covenants, agreements and conditions of this Lease, Tenant thereupon becomes 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 Condo 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. (the following notification may be required in some states). *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. Additional information regarding radon and radon testing may be obtained from your county public health unit.*
22. LEAD BASED PAINT HAZARD. (1) Sellers and Lessors of most residential housing built before 1978 must disclose the presence of known lead-based paint hazards in the housing. (2) Sellers and Lessors must provide purchasers and lessees with any available records or reports pertaining to the presence of lead-based paint and/or lead-based paint hazards. (3) Sellers and Lessors must provide purchasers with a 10-day opportunity to conduct a risk assessment or inspection for the present of lead-based paint and/or lead-based hazards before the purchaser is obligated under any purchase contract. (4) Sales and leasing contracts must include certain disclosure and acknowledgment language. (5) Agents must ensure compliance with these requirements.

IN WITNESS WHEREOF, the parties have executed this Lease at _____ State of _____ on the date stated above.

In The Presence of:

Witness signature (as to Owner)

Printed Name

Address

Witness signature (as to Tenant)

Printed Name

Address

Owner(s)

Signature

Printed Name

Signature

Printed Name

Tenant(s)

Signature

Printed Name

Signature

Printed Name