

ANNUAL LEASE AGREEMENT

THIS AGREEMENT, entered into today on _____ between _____, hereinafter referred to as the **OWNER/LANDLORD**, and _____, hereinafter referred to as the **TENANT**, concerning the lease of the following described property: _____

_____, is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased.

OWNER/LANDLORD as herein used shall include the OWNER/LANDLORD(s) of the premises, its heirs, assigns or representatives and/or any agent (s) designated by the OWNER/LANDLORD(s).

COMMUNITY: **BERMUDA RIDGE AT WOODS EDGE**

BLDG. #- _____

ADDRESS: _____ UNIT _____ UNIT PHONE: N/A

CITY/STATE/ZIP: _____

PARKING SPACE: **2 UNASSIGNED; GARAGE ASSIGNED TO UNIT**

TERM OF LEASE: _____ **TO** _____. **(Maximum 12 months)**

The expenses of the Premises shall be allocated as follows and shall be prorated to the extent bills cover a period different than the lease period:

TENANT agrees and acknowledges responsibility to pay: Rent, Security Deposit, Condominium fee (if applicable), departure clean as stated in herein.

TENANT agrees and acknowledges responsibility to pay any increase or adjustments in state & tourist taxes & association application fees.

TENANT agrees and acknowledges responsibility to return all keys, parking passes, pool keys or the following will be imposed from security deposit: (as determined by OWNER/LANDLORD)

\$ _____

TENANT AGREES AS FOLLOWS:

1. 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 agrees to keep the interior and/or exterior in clean condition, replace all articles of personal property damaged or broken during the lease, pay the cost of repairing any damage to any part of said premises caused by negligence of the TENANT or his invitees, and at the termination of this lease to promptly surrender said premises to **OWNER/LANDLORD** in as good condition as said premises were at the execution of this lease, excepting wear and tear and loss or damage by fire or the acts of God.

2. Premises will only be occupied by those listed on Lease/Rental Application in accordance with Condominium Association By Laws.

3. **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. There shall not be, at any time, more than **four (4)** people in total, occupying the premises without written consent of OWNER/LANDLORD.

4. **PETS:** TENANTS limited to maximum of two (2) indoor cats only. **NO OTHER PETS PERMITTED.**

5. The TENANT will permit OWNER/LANDLORD, his agents and employees to enter the premises at all reasonable times for any purpose connected with repair, improvement, care and management of the premises, including, the showing of the residence to prospective TENANTS or buyers by appointment.

TENANT(S) INITIALS: _____

Bermuda Ridge Condominium Association, Inc.
Bonita Springs, Fl 34134
c/o KEB Management Services, 6017 Pine Ridge Rd, Suite 262, Naples, FL.34119

6. **UTILITIES:** OWNER/LANDLORD is responsible for providing the following utilities only: _____

The TENANT agrees to pay all charges and deposits for **all** other utilities and TENANT agrees to have all accounts for these utilities immediately placed in TENANT name with accounts kept current throughout occupancy.

7. **ATTORNEY'S FEES:** If OWNER/LANDLORD employs an attorney due to TENANT'S violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by OWNER/LANDLORD whether or not suit is filed.

8. **RENT:** TENANT agrees to pay the monthly rent of \$_____ plus any applicable sales tax as rent on the 1st day of each month in advance without demand to _____. Rent must be received by OWNER/LANDLORD or designated agent on or before the due date. A late fee of \$_____ plus \$_____ per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 4th day of each month. If TENANT's check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to the greater of 5% of the check amount or a \$_____ charge as additional rent. If OWNER/LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid. OWNER/LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored checks charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the 1st day of each month, OWNER/LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law. 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 OWNER/LANDLORD shall be sent OWNER/LANDLORD'S address _____ by certified mail.

9. The security/damage/deposit shall be returned to the TENANT within sixty (60) days after the termination of this lease, after OWNER/LANDLORD has deducted from the deposit all unpaid bills, together with any damage to the premises or loss to OWNER/LANDLORD as result of TENANT's nonperformance of any of the terms of this lease. No interest shall be paid. Should the TENANT abandon any furniture, clothing or other items what so ever at said property, then a penalty of \$_____ to have a contractor remove said items and the rental fee to store said items will be charged to the TENANT. 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 OWNER/LANDLORD shall not be responsible or liable for the storage or disposition of the TENANT's personal property.

10. TENANT agrees to pay all cost of proceedings by OWNER/LANDLORD for recovery of rents or for recovery of the possession of the premises, or for the enforcement of any of the terms and conditions of this lease, including a reasonable attorney's fees, all upon the successful adjudication of the OWNER/LANDLORDS' claims.

11. Should any of the stated payments not be paid when due, then all subsequent payments shall immediately become due and payable.

12. TENANT covenants and agrees that if default shall be made in the payment of the rent as aforesaid, or if said TENANT shall violate any of the covenants of this lease, then the said TENANT shall become TENANT at sufferance, hereby waiving all rights of notice and the OWNER/LANDLORD shall be entitled to immediately re-enter and retake possession of demised premises.

13. If subject property is a condominium or cooperative apartment, this lease shall be subject to the approval of the Association's Board of Directors; TENANT agrees to abide by governing documents, Use Restrictions, by-laws and Rules of the Association. By signing this lease, TENANT also agrees that TENANT has received and reviewed Bermuda Ridge Condominium Associations' governing documents, Rules & Regulations, Use Restrictions and by-laws.

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14. Many communities have rules pertaining to no pickup trucks, no commercial vans, boats, etc. It is the responsibility of the TENANT to inform OWNER/LANDLORD and get in writing if vehicle is permitted or may be asked to vacate and all monies may be forfeited. Vehicles 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 OWNER/LANDLORD or Bermuda Ridge Condominium Association. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of OWNER/LANDLORD or Bermuda Ridge Condominium Association are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify OWNER/LANDLORD and Bermuda Ridge Condominium Association for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT if in violation of parking rules.

15. TENANT agrees to hold OWNER/LANDLORD harmless from any loss, damage, or claim by third parties arising from any negligence or intentional conduct by TENANT or those under TENANT's control.

16. TENANT's personal property kept upon the premises, or any storage rooms or areas, shall be kept there at sole risk of TENANT and OWNER/LANDLORD shall in no event be liable for any loss, destruction or theft of, or damage to, such property. TENANT shall be responsible for obtaining its own insurance to cover against the possibility of such loss.

17. **RADON GAS:** Radon Gas 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 testing may be obtained from your county health unit.

18. NO SMOKING IN UNIT

OWNER/LANDLORD AGREES AS FOLLOWS:

1. OWNER/LANDLORD agrees to maintain the property in good condition and repair; provided however, OWNER/LANDLORD shall not be required to begin the making of said repairs unless and until TENANT shall have first given notice to OWNER/LANDLORD the nature of said needed repairs. If repairs are due to TENANT's misuse or negligence, TENANT shall be responsible for payment of same, unless repair falls under the scope of normal wear and tear.

2. In the event that the above described premises are sold during the period of this lease, the sale shall in no manner affect the terms and the rights and privileges given TENANTs in this lease, including the right to occupy the premises for the full term of the lease.

3. Should the building on said premises, or any part thereof, be destroyed or so damaged by fire or by elements as to be unfit for occupancy or use, this lease shall immediately be terminated and the OWNER/LANDLORD hereby covenants and agrees to return to the TENANT the pro-rata share of the rent for the unexpired term under this lease; such settlement will then terminate OWNER/LANDLORD's obligation and render this lease hereinafter null and void.

4. OWNER/LANDLORD will provide TENANT current Bermuda Ridge Condominium Association's governing documents, by-laws, Rules & Regulations, Use Restrictions at the time of or prior to application/lease signing.

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

If any provision of this lease should be found to be unenforceable, the remaining clauses shall still be of full force and effect.

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PAYMENT

SECURITY DEPOSIT: \$ _____
PET SECURITY (#4) \$ _____
PET FEE \$ _____
CREDIT CHECK FEE: \$ _____
PAID WITH APPLICATION \$ _____
BALANCE OF DEPOSIT DUE \$ _____
FIRST MONTHS RENT \$ _____
TOTAL DUE BEFORE MOVE IN \$ _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth herein below.

TENANT SIGNATURE

Date: _____

TENANT SIGNATURE

Date: _____

OWNER/LANDLORD OR AGENT

Date: _____

TENANT EMAIL: _____

TENANT PHONE: _____