

# AS-IS LEASE AGREEMENT

By this agreement made and entered between \_\_\_\_\_ herein referred to as "Lessor", and \_\_\_\_\_ herein referred to as "Lessee", the Lessor leases to the Lessee that certain dwelling situated at \_\_\_\_\_ for a term of(\_\_\_\_) months to commence on \_\_\_\_\_, and to end on \_\_\_\_\_, at 12:00 midnight.

## 1. MONEY DUE PRIOR TO OCCUPANCY

Lessee shall pay the sum of \_\_\_\_\_ in accordance with this paragraph prior to occupying the Premises. If no date is specified below, then funds shall be due prior to Lessee occupancy.

First Month Rent	_____
Last Month Rent	_____
Advance Rent	_____
Security Deposit	_____
Non-Refundable Pet Fee	_____
Water Deposit	_____

**Total: Due on or before lease start**

ALL INITIAL PAYMENTS as indicated in the TOTAL above are to be make in the name of RENT ME FLORIDA which may be made by cashier's check, money order, cash or credit card or through our online portal.

Step 1 | Visit <https://www.rentmeflorida.com/pay-rent-online>.

Step 2 | Click on Get Started. You will be directed to the PayLease portal.

Step 3 | Register for a new account. Choose Rent Me Florida LLC as your management company from the drop down.

Step 4 | Make a payment

Lessee shall not be entitled to move in, or to have access to keys to the premises, until all money due has been received and has cleared.

Last month rent, security deposit, pet deposit, water deposit and all other advance rents and/or deposits shall be transferred to the Lessor and held in a designated account at a Florida branch bank.

## 1. RENT

Lessee agrees to pay to Lessor, without demand, as rent for the dwelling unit and the use during the lease term of any goods and chattels, if any, contained therein as agreed by the parties (the "demised premises") \_\_\_\_\_ per month in advance on or before the \_\_\_\_\_ day of each month beginning on \_\_\_\_\_, and each and every month thereafter while this agreement remains in effect.

There will be a late charge of \$50 Dollars if rent is not received by 5pm on the date due, and \$10 per day until rent is received.

## **2. SECURITY DEPOSIT**

Upon the execution of this Agreement and prior to occupancy, Lessee shall deposit with Lessor the sum of \_\_\_\_\_ as security for the full performance of all of Lessee's obligations under this Agreement, and also for any damage caused to the Premises during the Lease Term hereof. Lessor will deposit and hold Lessee's Security Deposit in a separate non-interest bearing account for the benefit of the Lessee, not to commingle with other security deposits, at the same Florida bank as rent. Lessee may not apply the Security Deposit toward any unpaid Base Rent or Late Fee; however, Lessor shall have the right, but not the obligation, to apply Lessee's Security Deposit, either in whole or in part, toward any unpaid Base Rent, Late Fee, or other amount due to Lessor under this Agreement. Lessee's liability to Lessor under this Agreement is in no way limited by the amount of the Security Deposit, either in whole or in part, toward any unpaid Base Rent, Late Fee, or other amount due to Lessor under this Agreement:

- Upon the vacating of the premises for termination of the lease, if the Lessor does not intend to impose a claim on the security deposit, the Lessor shall have 15 days to return the security deposit, or the Lessor shall have 30 days to give the Lessee written notice by certified mail to the Lessee's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the known 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 to \_\_\_\_\_.*

If the Lessor fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

Unless the Lessee objects to the imposition of the Lessor's claim or the amount thereof within 15 days after receipt of the Lessor's notice of intention to impose a claim, the Lessor may then deduct the amount of his or her claim and shall remit the balance of the deposit to the Lessee within 30 days after the date of the notice of intention to impose a claim for damages.

If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

Compliance with this section 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 Lessor-Lessee relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

### **3. CONTENTS OF PREMISES**

Lessee covenants that Lessee: (a) will carefully and economically use any goods and chattels contained in the demised premises and will not transfer the use or possession of such goods and chattels, or any part of the same, to any person or persons whomsoever, without the written consent of Lessor; (b) will forthwith repair all injury and pay all damages that may happen or accrue to such goods and chattels, or any part thereof, during the term of this lease; (c) will not remove or allow any of such goods and chattels to be removed from the demised premises to any other place without the written consent of Lessor; and (d) will at the expiration or termination of this lease surrender the goods and chattels to Lessor in as good a state and condition as when the same are received, normal wear and tear excepted.

This property has been released to Lessee with the following conditions and are to be returned back to the Lessor as same at the expiration or termination by Lessee:

**As-Is**

### **4. USE OF PREMISES**

Lessee shall comply with all the sanitary laws, ordinances, rules, regulations and orders of appropriate governmental authorities (and/or the Condominium/Home Owners Association of which the demised premises are a part, if applicable) and those reasonable written rules of Lessor including, but not limited to, those affecting the cleanliness, occupancy, safety and preservation of the demised premises (and any common areas of the condominium/home owners association of which the demised premises are a part, if applicable), and shall pay and/or reimburse Lessor for any fines, damages, liabilities and/or levies incurred by or against the account of Lessor due to any action or failure to act on the part of Lessee in violation of those laws, ordinances, rules, regulations and orders. Lessee agrees that the demised premises shall be occupied by no more than

\_\_\_\_\_ Adult(s), \_\_\_\_\_ minor(s),  
and \_\_\_\_\_ pet (s) (type: \_\_\_\_\_),

without the written consent of Lessor.

Non-Refundable Pet Fee: \_\_\_\_\_

## **5. MAINTENANCE & REPAIRS**

Lessee has inspected the premises prior to the signing of this lease agreement and agrees that as of the date of this lease, the demised premises are in good order, repair and in a safe, clean and leasable condition. By the signature(s) appearing below Lessee has accepted the premises AS IS. Lessee agrees to keep the demised premises in good order and repair and in a safe, clean and leasable condition throughout the term of this lease. Lessee agrees, at Lessee's sole expense, to keep and maintain the leased premises and appurtenances in good order and repair and in an attractive, safe, clean, sanitary and leasable condition during the term of this lease, any renewal thereof or otherwise during Lessee's occupancy of the demised premises. The Lessor is only required to undertake maintenance and repair of any portion of the demised premises that have rendered the premises uninhabitable and then if and only if the need for such repair or maintenance was not created or caused by the negligent or wrongful act or omission of the Lessee, a member of the Lessee's family, or other persons while on the premises with the Lessee's consent. Lessee will not keep pets on the property without the permission of the Lessor and, if permitted, in accordance with any rules imposed by Lessor concerning pets. Lessee agrees that no smoking of any tobacco products by anyone shall take place in any of the interior rooms of the demised premises at any time. See Addendum for further lessee responsibilities.

## **6. ALTERATIONS/IMPROVEMENTS**

Lessee shall make no alterations or improvements to the demised premises without the prior written consent of Lessor. All alterations, changes and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property owned by Lessee, shall remain on the demised premises at the expiration or termination of this lease and become the property of Lessor.

## **7. INSPECTIONS**

Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof, to enter the demised premises for the purpose of inspecting the interior and exterior or showing the demised premises to prospective purchasers upon no less than 48-hour notice to Lessee.

## **8. EARLY TERMINATION**

Lessee must provide written notice 30 days prior to move-out of intent to terminate early, including a move-out date. Notice must be submitted with payment of the re letting fee equal to one month's rent. You must return all keys, garage and gate remotes. Lessee must continue paying rent each

month as agreed, until an approved Lessee has signed a lease and paid all security deposits, fees, prorated rent, base rent and other fees due prior to move in. Lessee must continue utility services after vacating, until new Lessee moves in. Lessee must arrange for all services as stated in Section 6 above after vacating until a new Lessee moves in. All other terms and conditions of your lease agreement must continue to be met.

## **9. TERMINATION/EXPIRATION**

At the expiration of the lease term, Lessee shall quit and surrender the demised premises in as good a state and condition as they were at the commencement of this lease. Within 5 days prior to the expiration or termination of the Lease Agreement, Lessee will ensure that: (1) all carpets are cleaned; (2) all nail holes are filled in; (3) the premises are thoroughly cleaned throughout; (4) all air conditioner filters have been replaced, all smoke detector batteries are working, and all burnt out light bulbs have been replaced; (5) all appliances are cleaned inside and out; (6) all repairs are completed; (7) and that a valid forwarding address is provided to Lessor.

## **10. DEFAULT**

If any default is made in the payment of rent or there is any other default in the performance of any other term or condition of this Lease Agreement, the lease of the demised premises, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons there from. Lessee shall be given three (3) days notice of any default or breach, and termination and forfeiture of the lease shall not result if, within three (3) days of receipt of such notice, Lessee has corrected the default or breach. Notice will be deemed to have been received by Lessee if it is posted on the front door of the demised premises.

## **11. ABANDONMENT**

If at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the remaining term of the lease, and may receive and collect all rent payable by virtue of such re letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

## **12. INTEGRATION;ASSIGNMENT;LIEN**

This lease is the entire agreement between the parties, there being no promises, agreements, terms and conditions except those specifically set

forth herein, and the same may not be amended or modified except in a writing executed by both parties. Lessee may not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof without the written consent of Lessor. Lessee does not have the right or authority to encumber the demised premises nor to permit any person to obtain or assert a lien for any improvements thereon or otherwise. This lease is subordinate to the lien of any mortgage encumbering the fee title to the demised premises from time to time.

### **13. UTILITIES**

Lessee shall be responsible for connecting and paying for all utilities and miscellaneous services required on the premises, including, but not limited to electric, telephone, water & cable television.

### **14. ENVIROMENTAL HAZARDS**

**RADON GAS:** Lessee acknowledges that 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 a period of 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 the county health department.

**MOLD:** Mold consists of naturally-occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment and spreads through the air, thriving on excessive moisture accumulating within interior spaces. Certain types of mold may pose health risks or cause allergic reactions, especially among more susceptible individuals. Lessee is responsible for the appropriate use of air conditioning and other means of climate control within the premises to prevent the accumulation of mold, to abide by all rules imposed by Lessor to lessen the risk of mold accumulation, and to report any signs of mold accumulating on the premises to Lessor.

### **15. RISK OF LOSS**

All personal property placed or moved into the premises shall be at the risk of the lessee or Lessor thereof, and lessor shall not be liable for any damage to said personal property for any reason whatsoever, nor to the lessee arising from any latent defects, water or other damage from leaking or bursting water pipes, or other components of the premises, or from any act of negligence of any occupants of the building or of any other person whomsoever. Lessee is required to secure insurance to cover any such loss or claim of such loss or damage. Lessee agrees to reimburse Lessor for any loss, damage or liability caused by the negligence or improper use of the premises by lessee and/or lessee's guests or invitees, or the keeping of any pet, and to indemnify, defend, and hold Lessor harmless with respect to any claim, demand, debt or liability arising out of any act or omission of lessee and/or lessee's guests and invitees in connection with the use of the premises, any breach by the lessee of the terms of this agreement, and any act of negligence or wrongful conduct on the part of lessee.

**IT IS REQUIRED LESSEE OBTAINS RENTERS INSURANCE AND PROVIDE VERIFICATION OF INSURANCE PRIOR TO TAKING POSSESSION OF PROPERTY TO PROTECT LESSEE AND LESSEE'S FAMILY, OCCUPANTS, GUEST, AND INVITEES, AND PROPERTY BELONGING TO SUCH PERSONS. Lessee agrees that Lessee's successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this Agreement.**

**16. LEGAL ADVICE**

**This agreement is an important legal document and by their signatures appearing below each of the parties hereto have consulted with a properly licensed attorney at law concerning their rights and the meaning of this document, or have waived their right to do so, and acknowledge and agree that (a) the use of this form lease agreement has been made available to them for their convenience; (b) No Rent Me Florida employee, agent, or any other person not licensed to practice law in the state of Florida has or will provide any assistance in preparing this agreement, except to assist the parties to fill out the form by asking factual questions; and (c) no legal advice has been or will be provided to the parties concerning this agreement except by an attorney licensed to practice law in the State of Florida. *Any changes to the pre-printed text of this form agreement or addenda attached hereto or made a part hereof must be prepared by, and are the sole responsibility of the parties or their respective legal counsel(s)***

***Agreeing to be legally bound by the terms of this agreement as set forth herein, the parties have signed this Agreement as of the date(s) indicated below. A fax copy of this Lease Agreement may be countersigned to be effective.***

AS TO LESSOR:

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

AS TO LESSEE:

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_