

CONDOMINIUM LEASE

THIS LEASE is made this _____ day of _____, 20____, by and between _____, the Owner, whose address for service of notices and payment of rent under the LEASE is _____ and _____ the Tenant/s

IN CONSIDERATION of the following covenants, agreements and conditions, and subject to the terms and conditions in the Declaration of Condominium and exhibits thereto recorded in official Records Book 8325, Page 1, Public Records of Brevard County, State of Florida, the Condominium Rules and By-Laws enacted from time to time, and the consent of the Condominium Association to this Lease, if necessary, the OWNER leases to the TENANT the following described premises: _____, including parking space number _____.

1 .TERM. The term of this lease is for a period of ONE year, beginning on _____, _____ and ending on _____.

2. RENT. Tenant shall pay to the owner for the term of the lease a total rent of \$_____ payable in equal installments of \$_____ in advance, on the 1st day of each month, and taxes if any. Owner acknowledges receipt from tenant of advance rent in the amount of \$_____ to be held by the owner and applied to the rental payments due for the _____ month of the term of this lease.

3. 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 the lease have been fully performed by the Tenant.

4. USE OF PREMISES.

The leased premises shall be used as a private dwelling for the Tenant and Tenant's family, which will consist of no more than _____ adult/s and _____ child/ren. Any increases in the number of family members or any guest visiting and residing at the premises for longer than 30 days must be first authorized by the Owner in writing and approved by the Association.

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 hall, lobbies, porches, stairwells, driveways, parking lots, 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.

5. This lease must be reviewed and approved by the Association to be effective. The Association shall have the right to terminate this lease upon default by the Tenant in observing any of the provisions, of the Declaration, Articles of Incorporation, Bylaws, applicable Rules and Regulations, or other applicable provision of any agreement, document or instrument governing the condominium. No portion of a unit (other than the entire unit) may be rented. Units may be leased only once in each twelve (12) month period and each lease must be for a period of at least one (1) year (twelve consecutive months). The unit Owner and the Tenant shall be jointly and severally liable to the Association for any amount required by the negligence of the Tenant or damage caused by the Tenant. No units may be subleased by the Tenant with a current lease in effect.

6. PETS.

Tenants will keep NO pets or other animal on the premises.

7. SMOKING.

Tenants will not be allowed to smoke in the unit, unless approved by unit owner/s. (Owner/s must initial if smoking is allowed:_____)

8. UTILITIES.

Tenant will be responsible for arranging in his own name and paying for all necessary utility and governmental services with the exception of water, garbage and cable, which are provided by the Association.

9. CARE OF 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 the locks and keys, without prior written consent of the Owner.

c. Cleanliness/waste. Tenant 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 make good any damage or deficiency, in excess of normal wear and tear, caused by the Tenant.

10. 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, and to show the premises to prospective purchasers or tenants. The Association shall have the right to enter the unit without notice in emergencies, and at reasonable times to perform maintenance or repairs.

11. SUBORDINATION.

Tenant hereby subordinates this lease to Owner's existing or future mortgages, liens, and encumbrances.

12. EMINENT DOMAIN.

If all or 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 portioned as of the day Tenant moves out.

13. DESTRUCTION OF PREMISES.

If the premises are damaged or destroyed by fire or other casualty, Tenant shall give the 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 the Tenant or the 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 un-tenantable, 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. DEFAULT.

If Tenant fails to pay the rent or any cost, fees, 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 security deposit.

15. ATTORNEY'S FEES.

The prevailing party in any action to enforce this lease, or for its breach, shall be entitled to reasonable attorney's fee and costs from the other party. Attorney's fees and costs shall include but not be limited to all pre-litigation, litigation, trial and appellate fees for attorneys, paralegals, legal assistants and all expenses incurred.

16. CONSTRUCTION.

The terms Owner and Tenant shall 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.

17. WAIVER AND SEPARABILITY.

The waiver of one breach of any term or condition 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 this lease and the same shall remain in full force and effect.

18. 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 the Owner and Tenant and subject to approval by the Condominium Association.

19. 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 local county public health department.

20. 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 presence 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 acknowledgement language: and (5) agents must insure compliance with these requirements.

21. DEFINITIONS.

"Tenant" shall mean the party who signs this lease as Tenant and "Owner" shall mean the Owner of the premises. The "premises" shall mean the real and personal property at the designated address and all thereto.

22. DELINQUENT CONDO FEES.

Both the tenants/s and the owner/s agree, that in the event that the association notifies the tenant that the owner is delinquent in payment of assessments, regular maintenance fee/s interest, fine/s and/or late fee/s; that the tenant/s will pay all rents directly to Indian River Club Association, Inc.

23. LEASE TERM PAYMENT

Tenant understands the lease term is for one year and a new lease can be offered with the approval of the Association. The Association can approve a multi-year lease if the parties request. Tenant understands they are responsible for the monthly rent for the **duration of the lease**, no matter the circumstances – moving, hospitalization, incapacitation, or death for example – with the exception to military personnel providing they show proof of orders.

24. **EARLY TERMINATION OF LEASE DUE TO SALE OF PROPERTY-**

Should the Lessor decide to place the unit for sale, notification must immediately be given to the lessee and arrangements made between the parties for the showing of the property. Once the sale of the unit is recorded, the tenant will be given 30 days from that date to vacate the premises.

25. ADDENDUMS

Tenant and Owner shall be entitled to enter into Addendums to this lease to provide for additional terms and conditions for the tenancy that they determine to be necessary but shall not be entitled to negate any terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this lease at _____.,

State of Florida, on the _____ day of _____, 20_____.

In the presence of:

OWNER:

Witness signature as to owner

Signature

Print name

Print Name

TENANT:

Witness signature as to tenant

Signature

Print name

Print Name

Print Name

Print Name