



LEASE AGREEMENT

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. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

PARTIES.

This is a lease ("the Lease") between Access Group USA, LLC dba Access Realty ("Landlord") and [[Tenants_Full_Name]].

Landlord's E-mail address: rentals@accessdifference.com

Landlord's Telephone Number: 407-480-4200

Tenant's E-mail/Phone: [[Tenants_Email]]

PROPERTY RENTED.

Landlord leases to Tenant the land and buildings located at [[Property_Address_Line_1]] together with all appliances and any additional furniture (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises"): [[custom_Appliances]]

The Premises shall be occupied only by the Tenant and the following persons: «Occupants»

TERM.

This is a lease for a term, not to exceed twelve months, beginning on [[Lease_Start_Date]] and ending [[Lease_End_Date]] (the "Lease Term").

RENT PAYMENTS.

Tenant shall pay monthly rent in the amount of [[Lease_Rent]] for the Lease Term. The rent shall be payable by Tenant in advance, on the 1st day of each month for the current month. If Tenant makes a rent payment with a worthless check, Landlord can require Tenant to pay all future payments by money order, cashier's check or official bank check or cash, and to pay bad check fees in the amount of \$50.00 per check.

DEPOSITS.

Tenant shall pay a refundable deposit in the sum of [[Lease_Security_Deposit]] prior to occupying the Premises. Tenant shall not be entitled to a refund of this deposit less any fees charged for damages or unpaid rents within 30 days of move out. If no fees have been charged against the refundable deposit then the deposit shall be refunded within 15 days of move out.

MONEY DUE PRIOR TO OCCUPANCY.

Tenant shall pay the sum of [[Lease_Prorated_First_Month_Rent]] in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. Any application fees, deposits, fees, and rent shall be due upon execution of this agreement and all monies shall be paid prior to occupancy.

ADDITIONAL RENT – LATE FEES, NOTICES, ETC.

In addition to rent, Tenant shall pay a late charge in the amount of \$100.00 or 10% of the rent payment, whichever is greater for each rent payment made 5 days after the day it is due. If delinquent rent is not paid within 10 days after the day it is due, Landlord will proceed with eviction proceedings. Tenant shall also be responsible for additional rent in the amount of \$50 for NSF fees and \$75 for issuance of 3 Day Notice, if applicable.

EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM

I agree to pay an early termination fee equal to 2 months of rent as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

NOTICES.

All notices must be sent to Landlord shall be sent certified mail to Access Realty, 215 Celebration Place, #115, Celebration, FL 34747 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. Any notice to Tenant shall be given by U.S. 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 Premises.

UTILITIES.

Tenant shall pay for all utility's services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for landscaping/irrigation that Landlord agrees to provide at Landlord's expense (If blank, then "NONE"). In the event the tenant fails to transfer utility service prior to the Lease start or tenant terminates utility service prior to lease end, tenant shall be responsible to reimburse Landlord for any unpaid utility charges which will be deemed additional rent.

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 Tenant is responsible for damage to the Premises in which case any repair costs shall become additional rent and will become due on the 1st of the following month.

ASSIGNMENT.

Unless this box is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

LEAD-BASED PAINT.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

SERVICEMEMBER.

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, the provisions of which can be found in the attachment to this Lease.

LANDLORD'S ACCESS TO THE PREMISES.

Landlord's Agent may enter the Premises in the following circumstances: At any time for the protection or preservation of the Premises; after reasonable notice to Tenant and at reasonable times for the purpose of repairing the Premises. 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: with Tenant's consent; in case of emergency; when Tenant unreasonably withholds consent; or 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 the protection or preservation of the Premises.)

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. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY LANDLORD TENANT. 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 5, 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 REQUIREMENTS FOR OBTAINING APPROVAL LANDLORD TENANT SHALL PAY THE SECURITY DEPOSIT REQUIRED BY THE ASSOCIATION, IF APPLICABLE.

USE OF THE 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. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. However, unless this box is checked, 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. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. 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.

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.

PROHIBITED ACTS BY LANDLORD.

Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of

which can be found in the attachment to this Lease.

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.

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. A copy of the current version of this Act is attached to the Lease.

SUBORDINATION.

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

LIENS.

THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR 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.

RENEWAL/EXTENSION.

The Lease can be renewed or extended only by a written agreement together with the original Lease

Term may not exceed one year. A new lease is required for each year.

ATTORNEYS' 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 attorneys' fees, from the non-prevailing party.

MISCELLANEOUS.

Time is of the essence of the performance of each party's obligations under the Lease. 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.

The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be

determined pursuant to the laws of Florida. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.

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 health department.

In any action brought to enforce the terms of this Agreement, for the breach or violation thereof, or for which this Agreement is a defense, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred through trial and appeal. Except where the laws of subject matter jurisdiction specifically require otherwise, any such action shall be brought exclusively in the Eighteenth Judicial Circuit Court in and for Brevard County, Florida. In any such action, Tenant waives trial by Jury as does landlord. Landlord does not contractually owe any money for any mortgages on this property. In the event a lawsuit is filed against the property, Landlord will defend/challenge that lawsuit in Court, and Landlord does not anticipate that such a lawsuit would in any way impact tenant's rights under this lease. As such, tenant's obligations under this lease shall remain even in the event of such litigation.

TENANT'S PERSONAL PROPERTY/INSURANCE.

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. TENANT SHALL BE REQUIRED TO OBTAIN RENTER'S INSURANCE AND PROVIDE A COPY TO LANDLORD PRIOR TO OCCUPANCY.

EXECUTION OF LEASE AGREEMENT:

This agreement is binding on the successors and assigns of the AGENT, as well as, TENANT and TENANT'S heirs, administrators, executors, successors and assigns. This agreement contains all of the terms and conditions of a business relationship between parties.

TENANT SIGNATURES[[Adobe_Tenant_Signatures]]

MANAGEMENT SIGNATURE

[[Adobe_Staff_Signatures]]