

## RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT ("Lease"), dated \_\_\_\_\_, 20\_\_\_\_, is between \_\_\_\_\_ ("Landlord"), whose address is \_\_\_\_\_, and \_\_\_\_\_ ("Tenant"), whose address is \_\_\_\_\_.

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located in the Wildcat Run Subdivision in the County of Lee, State of Florida, known as:

\_\_\_\_\_, ("Premises").

1. **Lease Term.** This Lease shall be for the period commencing on \_\_\_\_\_, and ending on \_\_\_\_\_. Said lease term shall be for a period of no less than three (3) continuous months as provided in the Declaration of Covenants and Restrictions, or otherwise, if a greater minimum term is so required by an appropriate Condominium Association (hereinafter "Sub-Association"). The terms of this Lease can only be renewed or extended by a written agreement signed by both Landlord and Tenant and approved by the Wildcat Run Community Association, Inc. ("Association"). Prior approval, if required, must first be obtained from the appropriate Sub-Association and then from the Directors of the Wildcat Run Community Association, Inc. Occupancy prior to receiving all required final approvals is PROHIBITED. Lease renewals require the same approvals as original lease. Units shall be used as single-family residences and for no other purpose.

2. **Rent.** The total amount of rent due under this Lease shall be \$\_\_\_\_\_. Tenant shall pay Landlord as rent, by check or money order at the address stated above or an address designated by the Landlord, the sum of \$\_\_\_\_\_ per month, *due and payable monthly, on the 1<sup>st</sup> day of the month for which rent is due.* Tenant further agrees to pay a late charge of \$25.00 if the rent is not received by the 5<sup>th</sup> day of the month regardless of the cause, including dishonored checks, time being of the essence. Any late fee or additional costs shall be considered as additional rent due under this Lease and if rent is received after the 5<sup>th</sup> day of the month and late fees and/or additional rent are not included with such payment, rent will be considered unpaid. Any payments received by Landlord will be applied first toward late fees and/or other additional charges, then toward rent.

3. **Security Deposits.** The Landlord acknowledges receipt of \$\_\_\_\_\_ representing a security deposit. Landlord shall retain the security deposit for Tenant's faithful performance of this Lease. The Landlord is not obligated to apply the security deposit to rent or other charges in arrears or to damages due to Tenant's failure to perform this Lease or as

liquidated damages for this Lease. However, the Landlord may so apply the security deposit at Landlord's sole option and Landlord's right of possession of the Premises for nonpayment of rent or for any other reason shall not, in any event, be affected by reason of the fact that Landlord holds this security deposit. The security deposit, if not applied toward payment of rent or damages to the Premises herein provided, is to be returned to the Tenant when the Lease is terminated, but only after Tenant has vacated the Premises and delivered possession to the Landlord in the same condition as delivered to Tenant at the commencement of the Lease, ordinary wear and tear excepted. If the Landlord takes possession of the Premises because of Tenant's default or breach, the parties acknowledge the security deposit may be retained by Landlord but shall not constitute a limit on Tenant's liability hereunder. The security deposit will be kept in a non-interest bearing account in \_\_\_\_\_, whose address is \_\_\_\_\_.

4. **Compliance with the Governing Documents.** While at or on the Association Property, Tenant and Tenant's family, guests, and invitees shall abide by all of the provisions of the Governing Documents and this Lease. Failure to comply with all of the provisions of the Governing Documents shall subject the Tenant to the enforcement provisions therein and under applicable law. Complete use restrictions can be found at Section 5.1 of the Amended and Restated Declaration of Covenants and Restrictions for Wildcat Run, and in Section II of the Rules and Design Review Requirements. Additional restrictions may be imposed by the various Sub-Associations.

5. **Motor Vehicles/Parking.** Tenant agrees to abide by all parking rules established now or in the future by the Association. Vehicles must be currently licensed, owned by the Tenant, registered, operational, and properly parked. Parking of automobiles, trucks and other motor vehicles on or along streets and roads within the Community will not be permitted. No trucks, commercial vehicles, governmental vehicles, buses, open-bed vehicles, campers, mobile homes, motor homes, motorcycles, motor scooters, mopeds, golf carts, off road vehicles, inoperable vehicles, boats, or trailers of any kind shall be parked or stored on any Lot or driveway, unless parked within a garage. Any vehicle not meeting the above requirements and additional rules of the Association shall be deemed an unauthorized vehicle, which shall be subject to being towed at owners expense. Tenant agrees to indemnify or hold harmless Landlord and Landlord's agents for any expenses incurred due to the towing of any vehicles belonging to Tenant, Tenant's family members, visitors, guests, or invitees. Tenant also agrees to indemnify and hold harmless Landlord and the Association for all costs, fines, and attorney's fees related to the parking or operation of a motor vehicle on the Premises.

6. **Use.** Tenant agrees to use said Premises for residential purposes only. The Premises may not be used for illegal, immoral, or improper purposes. The Premises shall be occupied by \_\_\_\_\_ adults and \_\_\_\_\_ children, namely:

\_\_\_\_\_

who must be screened and approved by the Board of Directors of the Association. In addition to the Tenant, the Tenant's family members, guests and visitors must comply with all restrictions imposed by the Declaration, Articles, Bylaws and Rules and Regulations of the Association ("Governing Documents") and additional restrictions, if any, of a Sub-Association. The persons renting the Premises and signing this Lease must be the persons occupying the Premises. The Premises may not be leased for others. Landlord is responsible for the conduct of the tenants who must abide by the governing documents or be subject to eviction.

7. **Transponders.** Vehicle transponders or window decals will not be provided to tenants with leases less than twelve (12) months; however, passes will be issued on a rolling thirty (30) day basis.

8. **Pets.** Pets (dogs, cats and other household pets) are limited to two (2) and must be on a leash and attended by a responsible adult outside of the home. (See complete Rules in the Association's "Rules and Design Review Requirements.")

9. **No Assignment.** Tenant agrees not to assign this Lease, nor to sublet any portion of the Premises, nor to allow any other person to live therein other than as named above.

10. **Prohibitions.** The Tenant, Tenant's family, or the Tenant's guests shall not:

- a. install any equipment or appliances that, in the Landlord's opinion, cause an unsafe condition on the Premises;
- b. accumulate refuse on or around the Premises that might pose a health hazard to the Tenant or to the Tenant's neighbors;
- c. allow any activity on or around the Premises that would result in an increase in fire insurance premiums for the Premises;
- d. permit any flammable liquids or explosives to be kept on or around the Premises;
- e. permit on the Premises any act that would interfere with the rights or the quiet enjoyment of other persons;
- f. change or install any locks on the Premises or in the building where the Premises are located; or
- g. violate the Declaration of Condominium, Articles of Incorporation, By-Laws, or Rules and Regulations of Association or any other covenant in this Lease.

11. **Continuing Obligation to Pay Rent.** The Tenant agrees to pay said rent as

provided herein and no condition or circumstance of any kind or nature shall be justification for failure to pay said rent when due except when said Premises has been destroyed or rendered uninhabitable by fire or casualty. No justification shall be recognized for failure or refusal to make prompt rental payment when due because of any defective or inoperative condition within the Premises which may develop. Landlord will correct or repair items that it deems necessary or advisable at Landlord's convenience and at Landlord's discretion or as provided herein.

12. **Tenant's Holding Over** If the Tenant holds over and continues in possession of the Premises or any part thereof after the expiration of this Lease without the prior written permission of the Landlord, the Landlord may recover possession of the Premises in the manner provided by law. In that event, the Landlord may recover double the amount of rent for the Premises or any part so held by the Tenant. The Tenant may, with Landlord's prior written permission and the Association's approval, continue to occupy the Premises after the term of this Lease expires without renewing this Lease or signing another Lease for the Premises. Said tenancy shall be on a month-to-month basis.

13. **Abandonment of the Premises.** If the Tenant removes substantially all the Tenant's property from the Premises, the Landlord may immediately enter and repossess the Premises without abatement of rent, and these acts shall not affect the Tenant's obligations under this Lease. If the Tenant abandons the Premises before the Lease expires, all rent for the remainder of the term of the Lease shall immediately become due.

14. **Utilities.** Tenant will be responsible for payment of all utilities, telephone and any other bills incurred during the term of this Lease. Tenant's failure to pay for said utilities or other bills shall constitute a substantial default under the terms of this Lease and any such unpaid charges which become the responsibility of the Landlord shall be considered additional rent.

15. **Access.** Landlord has the right of access to the leased Premises at any time for the protection or preservation of the Premises, or after reasonable notice to Tenant, during reasonable hours to make necessary repairs or to inspect the Premises.

16. **Repairs/Alterations.** Tenant shall notify Landlord of needed repairs and take an active role to insure that the Premises stays in excellent condition. Tenant shall make no alterations, additions, improvements, or changes of any kind in, on, or to the Premises or place any fixtures thereon, nor permit any alteration, addition, or changes to be made to the Premises without the prior written consent of Landlord, nor shall Tenant in any manner paint or color the walls, floors, or ceilings of said Premises without the prior written consent of Landlord. Any authorized or unauthorized additions or improvements made by Tenant such as shelving, light fixtures, or other fixtures or improvements will remain the property of Landlord. Landlord's written consent to a particular alteration, addition, or change shall not be deemed the consent to said alteration, addition, or change by the Association, where said consent by the Association is

required. Any work performed on the Premises whether by Tenant or other parties shall be as an independent contractor or agent of the Tenant and not an employee or agent of the Landlord. Tenant further warrants that he will be accountable for any damages resulting from the negligence or intentional acts of any agents, employees, or invitees resulting from such work, and will defend, indemnify and hold the Landlord and Landlord's agents free from any claim of any other person or entity. Landlord shall comply with all applicable building, housing and health codes relating to Premises.

17. **"As Is"**. Tenant agrees that he has had adequate opportunity to inspect the condition of the Premises and is familiar and satisfied with its present condition. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises was in good and satisfactory condition at the time such possession was taken. Landlord makes no warranties or representations about the condition of the Premises, the improvements, utilities, electrical, plumbing, appliances or the neighborhood.

18. **Indemnification**. Tenant releases Landlord and its agent, if any, and the Association and its officers and directors, from any from liability for and agrees to indemnify Landlord and the Association against all losses incurred by Tenant as a result of (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Premises to Tenant's invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any government authority; and (d) any judgment, lien or other encumbrance filed against Premises as a result of Tenant's or Landlord's action or inaction including but not limited to a default in mortgage payments by Landlord. In the event of a dispute concerning this tenancy or anything arising out of or created by this Lease, Tenant agrees that if the Premises are being managed by an agent for the record owner Tenant agrees to hold agent, its heirs, successors, employees and assigns harmless and shall look solely to the records owner of the Premises in the event of a legal dispute. Landlord and Tenant waive a jury trial in the event of litigation over a dispute arising from this Lease.

19. **Default**.

a. If Tenant fails to keep any of Tenant's agreements mentioned in the Lease, other than Tenant's agreement to pay rent, or if Tenant engages in objectionable conduct, or if the Premises are damaged because of negligence or misuse by Tenant, a member of his family or other person on the Premises with his consent, then, in any one or more of such events, Landlord and/or Association may serve upon Tenant the seven day notice referred to in Section 83.56(2), Florida Statutes, and if such default of Tenant has not been cured and corrected or objectionable conduct stopped within said seven day period, then at the end of said seven days, Landlord and/or Association may at their option, either (i) terminate the Lease by serving upon Tenant a three day notice of Landlord's election to do so, and upon the expiration of said three days the Lease shall terminate and Landlord shall retake possession of the Premises for his own account,

or (ii) retake possession of the Premises for the account of Tenant, who shall remain liable to Landlord, and in either event Tenant shall give up the Premises to Landlord.

b. If Tenant shall make default in the payment of the rent, and such default shall continue three days after the giving of the written three day notice referred to in Section 83.56 (3), Florida Statutes, Landlord may at Landlord's option, either (i) terminate the Lease and retake possession of the Premises for his own account, or (ii) retake possession of the Premises for the account of Tenant, who shall remain liable to Landlord; and in either event Tenant shall give up the Premises to Landlord.

c. In the event of any default described above, the Association, as agent for the Landlord, may bring an eviction proceeding against the Tenant to remove the Tenant from the Premises, with or without the participation in such proceeding by the Landlord. If successful, the Association is entitled to an award of its reasonable attorney's fees and costs.

20. **Condominium Association's Right to Rent.** In the event Landlord is delinquent in his obligation to pay to Association any general or special assessments, or any installment thereof, any fines, late fees, collection costs or other financial obligations, Association shall have the right, but not the obligation, to require Tenant to pay said rent, or the portion thereof sufficient to pay said delinquent assessments, directly to Association, upon Association giving written notice of the exercise of such right to Tenant and Landlord in the manner as provided by law. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Tenant or Landlord.

21. **Taxes and Hazard Insurance.** Landlord agrees to keep the Premises fully insured for all hazards and calamity with a company competent to provide hazard insurance in the State of Florida. Landlord shall pay all property taxes as they accrue.

22. **Ordinances & Statutes.** Tenant shall comply with all municipal, state, and federal law, and statutes and ordinances now in effect, or which shall be enacted in the future, and any violation thereof shall be a complete and material breach of the Lease.

23. **Interruption of Services.** As long as the Premises are habitable, any interruption of services or utilities, inconvenience, or discomfort arising from repairs or improvements to the Premises shall not affect this Lease, reduce the rent, or be construed as an eviction.

24. **Damage or Destruction of Premises.** If the Premises is damaged or destroyed other than by the wrongful or negligent acts of Tenant so that the enjoyment of the Premises is substantially impaired, the Tenant may terminate the Lease and immediately vacate the Premises. Tenant may vacate part of the Premises rendered unusable by the casualty, in which case the Tenant's liability for rent shall be reduced by the fair rental value of that part of the Premises damaged or destroyed. The Landlord shall not be liable for any reasonable delay or for providing

housing for the Tenant during the repairs.

25. **Legal Action.** Tenant agrees, without protest, to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this Lease, including, but not limited to \$50.00 for each Notice to Pay, Notice to Quit or other notice mailed or delivered by Landlord to Tenant due to Tenant's non-payment of rent or other breach of Lease. In the event of any legal action brought to enforce this Lease, the prevailing party shall recover all its reasonable attorney's fees and costs at both the trial and appellate levels. Both Landlord and Tenant agree that the venue for any action lies in Lee County, Florida.

26. **No Waiver by Landlord.** All rights given to Landlord by this Lease shall be cumulative to any other laws which might exist or come into being. Any exercise or failure to exercise by Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.

27. **Acceptance of Partial Rent After Due Date.** It is understood and agreed by Tenant and Landlord that Landlord's acceptance of partial rent after any due date herein for any particular month shall not waive Landlord's rights or remedies for any money outstanding or for any past due amount in previous or subsequent months. The acceptance by the Landlord of partial payment of rent due shall not, under any circumstances, constitute a waiver of Landlord's right to undertake legal proceedings for possession of the Premises as provided under Florida law.

28. **Risk of Loss or Damage.** Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable for such damage, theft, or loss caused by Tenant, Tenant's family, agents, employees, guests, or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility, loss, damage, or injury caused by its own negligence or willful conduct.

29. **Notices.** All notices required by this Lease shall be sent to the other party in writing. The notices shall be delivered either personally or through certified mail, return receipt requested at the recipient's last known address. Unless otherwise required by law, the date of service shall be the date of hand delivery or the mailing date. If Tenant is absent from Premises, a notice to Tenant may be given by posting a copy of the notice upon the front door of the Premises.

30. **Liens.** Tenant shall not have the right or authority to encumber the Premises or permit any person to claim or assert any claim or lien for the improvement or repair of the

Premises or for any other reason made by Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request. No lien shall attach to Landlord's interest.

31. **Criminal Activity.** Tenant shall not commit any criminal acts on the grounds of the Association. If Tenant or Tenant's family members, guests, visitors, business invitees, invitees, employees, or any other person on the Premises commits any criminal act then such act will be considered a material breach of this Lease and shall be grounds for immediate termination of this Lease.

32. **Third Party Checks; Joint and Several Liability.** Third party checks are not permitted. Tenant must pay rent in the form of personal check, certified funds, or money order. No rent may be paid by credit card or with foreign currency. All signatories to this Lease are jointly and severally responsible for the faithful performance of its terms and conditions.

33. **Insurance.** Tenant understands and agrees to obtain and maintain adequate insurance to cover the contents of the unit during the tenancy.

34. **Radon Gas.** Radon is a naturally occurring radioactive gas that when it is accumulated in the 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 the Lee County Health Department or by visiting [www.myflorida.com](http://www.myflorida.com).

35. **Pest Control; Pest and Extermination Service.** Landlord shall be responsible for all pest control.

36. **Smoke Detectors.** Landlord shall provide working smoke detectors. Tenant may be charged for tampering with, repairing, or replacing smoke detectors if Landlord determines that a smoke detector has been destroyed, tampered, or rendered inoperable by accident or negligence of the Tenant or any of the Tenant's family members, guests, visitors, or invitees.

37. **Gender.** Whenever or wherever used and whenever appropriate, the singular shall include the plural and the use of any gender shall include all appropriate genders.

38. **Marginal Headings.** The marginal headings and paragraph titles to the paragraphs of this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part herein. The headings are only for the convenience of the Landlord and Tenant and do not modify, amplify, or give full notice of any of the terms, covenants, and conditions of any article, paragraph, clause, or provision of this Lease.

39. **Copies.** A facsimile and/or a photo-copy of this Lease that has been signed by Landlord and all Tenants to the Lease shall be considered for all purpose originals if the originals



cannot be located.

40. **Entire Agreement.** This Lease contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this Lease. No modifications of this Lease shall be binding unless they are in writing and signed by the Landlord and the Tenant.

Signed:

**TENANT(S)**

**LANDLORD(S):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Tenant's Email Address: \_\_\_\_\_

Tenant's telephone number: \_\_\_\_\_

---

Landlord's Email Address: \_\_\_\_\_

Landlord's Telephone number: \_\_\_\_\_

ACTIVE: 3906442\_1