



4421 NW 39th Avenue • Building 2, Suite 1 • Gainesville, FL 32606  
(352) 373-7578 • fax (352) 373-0755 • www.rentgainesville.com

## RE-RENTAL AGREEMENT

This Re-Rental Agreement (the "Agreement") is made on **2/12/2015** by and between **Union Properties of Gainesville, Inc.** ("Landlord") and \_\_\_\_\_ ("Tenant").

### RECITALS

- A. On \_\_\_\_\_, Landlord and Tenant entered into a Lease ("Lease") whereby Landlord demised and let to Tenant the dwelling located at **Full Property Address** ("Premises").
- B. The Lease's initial term was from \_\_\_\_\_ to \_\_\_\_\_ and was subsequently renewed to \_\_\_\_\_.
- C. Tenant acknowledges that they remain obligated to abide by all terms and conditions of the Lease, including the payment of rent through the Lease term, except as expressly modified by this agreement. However, Tenant desires to move out of the property early, and has asked for Landlord's assistance in locating another suitable Tenant for the Premises and terminating the obligations of their Lease.
- D. Tenant acknowledges that in order for Landlord to provide assistance in Re-Renting the Premises, certain terms and conditions must be met. So as to be no confusion of the obligations and duties of the parties, they seek to memorialize the obligations with this document.

THEREFORE, in consideration of the covenants and Agreements contained herein, and for other good and valuable consideration recited herein, the parties agree as follows:

1. **AVAILABILITY OF UNIT.** The Premises will be considered available for rent on or after \_\_\_\_\_ (time) on \_\_\_\_\_ (the "Re-Rental Date").
2. **TENANT'S AUTHORIZATION.** Tenant authorizes Landlord to list the Premises for rent and to enter into a Lease for the Premises with an alternate Tenant anytime on or after the Re-Rental Date. Tenant will cooperate with Landlord in the marketing of the Premises and agrees to keep the property in good clean condition such that it is available for showing to prospective renters. Tenant agrees, that for the purpose of showing the Premises to prospective renters, Landlord is released from the notice obligations of the Lease, and may show the Premises with two (2) hours notice to the Tenant (if multiple Tenants, notice to any one Tenant is sufficient) between the hours of 8:00 a.m. to 8:00 p.m. If Landlord is unable to reach Tenant to obtain permission to show the Premises, Landlord may leave a message for Tenant and show the Property after the notice period has passed unless Tenant contacts Landlord and requests the property not be shown.
3. **FEE.** The Tenant agrees to pay a non-refundable fee of \$500.00 to Landlord at the time this Agreement is signed. This charge is for the time and service expended by the Landlord to market, show and attempt to Re-Rent the Premises. Tenant acknowledges this fee is due to Landlord regardless of whether Landlord is successful in Re-Renting the Premises.
4. **TERMINATION OF TENANT'S POSSESSION.** The Tenant acknowledges they must release possession of the Premises to the Landlord prior to the Re-Rental Date in order to allow the Landlord to attempt to enter into an alternate lease with another Tenant. Tenant must have fully vacated and surrendered possession of the Premises no less than ten (10) days prior to the Re-Rental Date to allow the Landlord ample time to inspect and conduct repairs of the unit for potential new Tenants.

From and after \_\_\_\_\_ (time) on \_\_\_\_\_ (the "Turnover Date") Tenant remises, releases, quit claims, and surrenders to Landlord, its successors and assigns, forever, all possessory rights of Tenant has to the Premises, however acquired, together with all of its right and interest (and title, if any) in and to any and all improvements contained in. Tenant agrees that Landlord shall have the right to re-enter upon the Premises as of the Turnover Date, as fully as it would or could have done if that were the date provided for the expiration or termination of the Lease.

Tenant agrees to abide by all terms move-out terms and conditions of the Lease agreement including leaving the unit in good clean condition and providing the Landlord with a forwarding address.

5. **TENANT'S PERSONAL PROPERTY.** Tenant agrees that any personal property, or other items, remaining on the Premises after the Turnover Date shall be considered abandoned and belong to Landlord. Landlord will not be liable or responsible for storage or disposition of the Tenant's personal property.
6. **TENANT'S OBLIGATION UNDER LEASE.** Tenant understands that Landlord makes no guarantees as to their ability to Re-Rent the Premises or the date which the Premises will be Re-Rented. Tenant acknowledges they will be held accountable under the terms and obligations of their Lease, including but not limited to the payment of all rent as it becomes due, until all of the following conditions are met:
  - a. The Tenant has surrendered possession of the Premises to the Landlord as required under this agreement;
  - b. The Premises is left by Tenant in good condition such that it may be Re-Rented to new Tenant(s) and any claim for damage made by the Landlord against the Tenant has been satisfied in full;
  - c. New Tenant(s) have been approved for rental by Landlord. The parties acknowledge approval of new Tenant(s) is at Landlord's sole discretion;
  - d. New Tenant(s) have executed a Lease for the Premises;
  - e. New Tenant(s) have paid the first full months rent and security deposit to Landlord by certified funds;
  - f. All the obligations of this Agreement have been fulfilled.

**RENT ACCRUED DURING THE TIME THE TENANT VACATES THE PREMISES AND A NEW RENTAL AGREEMENT IS PUT IN PLACE AND THE TERMS OF THIS AGREEMENT IS SATISFIED WILL BE THE TENANT'S RESPONSIBILITY. LANDLORD UNDER NO CIRCUMSTANCES WILL SUBJECT ITSELF TO RENT LOSS DUE TO TENANT'S REQUEST TO RE-RENT.**

7. **CONDITIONAL TERMINATION OF LEASE.** Tenant will be released from further obligations to the Landlord under their Lease and the Lease terminated only once all of the conditions described above have been met. Landlord will provide Tenant written notice of the date all of these conditions have been fulfilled and Tenant's obligations under the Lease have been released. Until such time, the terms and conditions of the Lease, except as modified by this Agreement, shall remain in effect.
8. **SECURITY DEPOSIT.** The Landlord shall retain its right to impose a claim for any damages including unpaid rent, physical damages, cleaning or to make claims against the Tenant's security deposit pursuant to Florida law. The parties acknowledge and agree that Landlord's time for filing a claim against the Tenant's security deposit shall not begin to run until all the conditions required to release the Tenant from the obligations of their Lease have been fulfilled.
9. **MISCELLANEOUS.** This Agreement is made in the state of Florida and shall be governed by Florida law. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. This is the entire Agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. No prior or present agreements or representations (whether oral or written) shall be binding upon the Party hereto unless included in this Agreement. This Agreement may be signed in more than one



counterpart, in which case, each counterpart shall constitute an original Agreement. A copy of this Agreement, including electronic copies, shall be valid as the original and fully enforceable. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to, appeals. Proper venue for any litigation arising out of this Agreement will be in Alachua County, Florida and nowhere else. Each party expressly waives jury trial in all actions, proceedings, or counterclaims brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

**READ, AGREED AND ACCEPTED:**

**Tenant(s)**

_____	_____
Tenant Signature	Date
_____	_____
Tenant Signature	Date
_____	_____
Tenant Signature	Date
_____	_____
Tenant Signature	Date

**Landlord**

_____	_____
Union Properties of Gainesville, Inc.	Date
By: PM Name	
Title: Property Manager	