

RESIDENTIAL LEASE FOR SINGLE FAMILY HOME

I. TERM AND PARTIES.

This is a lease ("the lease") for a **Month to Month Lease** (the "Lease Term"), beginning **December 1, 2022**, between **Waymor Properties, Inc.**, hereinafter referred to as "Landlord," and _____, hereinafter referred to as "Tenant." All outbuildings from the residence are for Landlord's use unless expressed by landlord that tenant can use any such outbuildings

II. PROPERTY RENTED.

Landlord leases to Tenant the home located at _____, _____, **FL 32148**. Tenant shall pay in advance the first months, last months and security deposit.

III. RENT PAYMENTS AND CHARGES.

Tenant shall pay rent for the Premises to installments as follows:
Nine Hundred Twenty Five Dollars and 00/100 (\$ 925.00)

each on the 1st day of each month. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash, valid check, or money order. Tenant shall also pay a security deposit amount of **\$ 925.00** that Landlord will keep in a non-interest bearing account. The Security Deposit **CAN NOT** be used as last months rent. The Lease Payment and Security deposit must be paid in advance rental Payments shall made payable to **Waymor Properties Inc.**, and sent to Landlord at, **196 Wild Egret Lane, Saint Augustine, Florida 32086**.

IV. LATE CHARGES.

In addition to the Lease Payments described above, Tenant shall pay the following:
A late charge in the amount of **5%** of rent owed (**ex, \$ 46.25**) for each Lease Payment not received within Three (3) days after the date it is due (1st) and then an additional **\$10** per day thereafter until such lease payment is paid in full and shall be considered added rent. A bad check fee in the amount of **\$30.00** if Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order.

V. NOTICES.

All notices to Landlord and all Lease Payments must be sent to Landlord at **Waymor Properties, Inc.**, _____, _____, **Florida 32086**, unless Landlord gives Tenant written notice of a change. All notices to Landlord shall be given by certified mail, return receipt requested.

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the leased Premises. Tenant also agrees to accept text messages from Landlord for rent reminders, late fees, and any lease violations. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the leased Premises.

VI. USE OF PREMISES.

The premises shall be used and occupied solely by Tenant and Tenant's immediate family, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and

all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenant also shall obey, and require anyone on the Premises to obey all laws and any restrictions that apply to the Premises. **Tenant may NOT keep pets of any kind on the Premises** without Landlord's approval of the pet or animal in writing. If Landlord allows a pet, Landlord may only allow one pet up to 35lbs in weight No Cats and Landlord may require a nonrefundable pet Fee in the amount of **\$200** for the pet plus an additional **\$20** per month, per pet, for pet rent.

Tenant **shall not** keep any dangerous or flammable items that might increase the danger of fire, explosion or damage on the Premises that might be considered as hazardous by any responsible insurance company.

Tenant **shall not** create and environmental hazards on or about the Premises. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.

Tenant **shall not** make any alterations or improvements (ex.NO PAINTING) to the Premises without first obtaining Landlord's written consent to the alteration or improvement.

Tenant **shall not** install or have installed any satellite dish on the roof of the premises without the written consent of Landlord

Tenant **must act**, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

Tenant **shall not** sublet the premises or allow others to become tenants of the premises without written consent of Landlord

Tenant **shall not** have any Pools, Trampolines, Waterbeds, Aquariums.

Tenant **shall not** smoke anything within the dwelling unit

Tenant **shall not** use or manufacture any illegal drugs within the dwelling

Tenant **shall not** use any supplemental heating (electric space heaters, etc)

Tenant **shall not** use plug in fresheners (ex. Glade Plug Ins, ect.)

Tenant **shall not** dispose of anything including cooking grease/oil, tampons, baby wipes, etc. down the drains or toilets. Tenant must dispose of grease/oil, tampons, baby wipes, etc. by means of trash pickup.

Tenant **shall not** use gas grills near the exterior of the house including under the eaves or on covered porches

Tenant **shall not** use the premises for a Daycare business or any other business model.

Tenant **shall not** use the Fire Place (If there is one) or have any open burning

Tenant **shall not** park vehicles on the grass or store or work on any vehicle, RV , ATV, 4 wheelers, Trailers or Motor Homes at the property.

VII. MAINTENANCE.

Tenant agrees to maintain the Premises in a neat and clean condition and pay all costs to repair and maintain the dwelling including pest control above and beyond Roofing, Air conditioning and Plumbing including any Well Systems. Landlord will be responsible for repairing or replacing roofing, air conditioning and plumbing/well water, provided they have not been caused by tenants negligent. Ex. (Not maintaining air filter changes every month). This does not include clogged drains which is tenant's responsibility **Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant**, any member of Tenant's family, or any other person on the Premises with Tenant's consent. Any repairs done by landlord will be charged to the tenant and considered as "Added Rent".

At all times during the Lease Term, Tenant shall comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;

keep the Premises clean and sanitary; remove all garbage from the dwelling unit in a clean and Sanitary manner, keep all plumbing fixtures in the dwelling unit clean, Sanitary, and in repair; and use and operate in a responsible manner all electrical, plumbing, Sanitary, heating, ventilating, air conditioning, and other facilities and appliances.

Tenant **shall maintain** the exterior grounds by means of grass cutting, watering, trimming, raking leaves, etc. If Landlord has to maintain grounds then a **\$65** per hour fee will be charged to tenant and shall be considered as added rent.

Landlord **will maintain** emptying the Septic tank approximately every 4-5 years, or, as needed.

Tenant **shall maintain** on the premises a valid fire extinguisher.

Tenant **shall maintain** the Air Conditioning system by means of changing the Filter every month using only **"Pleated"** Type filters and Landlord will provide annual maintenance of the HVAC system. Tenant must show proof of documents to show such filter change maintenance has been maintained upon request in order for landlord to be responsible for any possible repairs.(keep purchase receipts)

Tenant **shall maintain** any battery operated smoke detectors and thermostats within the dwelling unit by changing the batteries once a year or as needed.

Tenant understands that **Waymor Properties will apply** a quarterly pest control service on Premises for a Quarterly fee of **\$50** that tenant must pay to Landlord. If Landlord allows, landlord may, at its discretion allow tenant to use a licensed pest company with a written letter of approval by Landlord.

Tenant **shall use** only **1-ply toilet paper** in septic and **flush toilet down with 1 RidX** pouch every 2 months to help keep septic system at maximum operation. Tenant must show proof of documents to show such RidX has been purchased upon request. (keep receipts)

VIII. UTILITIES AND INSURANCE AND TAXES.

Tenant shall pay all charges for hook-up, connection, and deposits for providing all utilities and utility services to the Premises during this lease.

Tenant **has the option** during the lease term to have a valid **Renters Insurance** policy on the property additionally insuring **Waymor Properties, Inc.** Tenant understands that without renters insurance Landlord's insurance will not cover any loss of any personal property in or outside the dwelling unit.

IX. LANDLORD'S ACCESS TO PREMISES.

Landlord may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. 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:

- 1. with Tenant's consent;

2. in case of emergency;
3. when Tenant unreasonably withholds consent; or
4. 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, the Landlord may enter only with Tenant's consent of for the protection and preservation of the premises.
- 5.) when Landlord requests to inspect premises or show the premises for sale with a 24 Hour notice to tenant.

X. PROHIBITED ACTS BY LANDLORD.

A. Landlord cannot cause, directly or indirectly, the termination or unreasonable interruption or any utility service furnished to Tenant, including, but not limited to, water, heat, light, electricity, gas, garbage collection, or refrigeration.

B. Landlord cannot prevent Tenant's access to the Premises by any means, including, but limited to, changing the locks or using any boot lock or similar device.

C. Landlord cannot remove the outside doors, lock, rook, walls, or windows of the Premises except for the purposes of maintenance, repair or replacement. Landlord cannot remove Tenant's personal property from the Premises unless the action is taken after Surrender, abandonment, or lawful eviction. If provided in a written agreement separate from the Lease, upon surrender or abandonment by Tenant, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property. (For the purpose of this section, abandonment means Tenant is absent from the Premises for at least one-half a Rental Installment Period without paying rent or giving Landlord reasonable notice of Tenant's absence.)

XI. 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 thirty 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.

XII. DEFAULT.

A. Tenant's Default. Tenant will be in default if any of the following occur:

1. Tenant fails to pay rent/added rent when due or any other violation under the lease and the default continues for three (3) days, excluding Saturday, Sunday and legal holidays, after delivery of written demand by Landlord for payment of the rent or possession of the Premises or lease violations to be corrected.

2. Tenant fails to perform its obligations under the Lease, and the failure is such that Tenant should not be given an opportunity to correct it or the failure occurs within any time during the lease term of a written warning by Landlord of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, any restricted item in section VI USE OF PREMISES above, destruction, damage, or misuse of Landlord's or other Tenant's property by an intentional act or a subsequent or continued unreasonable disturbance.

3. Except as provided above, Tenants fails to perform any other obligation under the Lease and the default continues for more than seven (7) days after delivery of written notice to Tenant from Landlord specifying the default.

B. Waiver of Default. If Landlord accepts rent knowing of Tenant's default or accepts performance by Tenant of any provision of the Lease different from the performance required by the Lease, the party accepting the rent or performance or making the payment shall not have the right to terminate the Lease or to bring a lawsuit for that default, but may enforce any later default. Landlord acceptance of rent does not include tenant making a deposit directly into landlord's bank account. If such payment happens landlord may return such payment and it will be considered "Not Accepted".

XIII. REMEDIES AND DEFENSES.

A. Tenant's Remedies.

1.) If Landlord has defaulted under the Lease and if Tenant has given Landlord a written notice describing the default and Tenant's intention to withhold rent if the default is not corrected within seven (7) days, Tenant may withhold monthly rental payments until such default is corrected. If Tenant's notice advises Landlord that Tenant intends to terminate the lease if the default is not cured within seven (7) days and the default is not cured within seven (7) days, Tenant may terminate the Lease.

2.) If Landlord violates the provisions of Section X, Landlord shall be liable to Tenant for actual and consequential damages or three (3) month's rent, whichever is greater, for each violation.

B. Landlord's Remedies.

1.) If Tenant remains on the Premises after expiration or termination of the Lease without Landlord's permission, Landlord may recover possession of the Premises in the manner provided for by law. Landlord also may recover double rent for the period during which Tenant refuses to vacate the Premises.

2.) If Tenant defaults under the Lease by failing to pay rent, as set forth in Section XII(A)(1), Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises immediately. If Tenant defaults under the Lease for any other reason, as set forth in Section XII(A)(2) or (3) above, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises within seven (7) days of delivery of the delivery of the notice of termination.

3.) If Tenant fails to cure a default within the time specified in the notice to Tenant, Landlord may recover possession of the Premises as provided by law.

4.) Landlord shall not recover possession of the Premises except: (a) in a lawsuit for possession; (b) when Tenant has surrendered possession of the Premises to Landlord; or (c) when Tenant has abandoned the Premises. Absent actual knowledge of abandonment, the Premises shall be considered abandoned if Tenant is absent from them for at least one-half of a Rental Installment Period, the rent is not current, and Tenant has not notified Landlord, in writing, of an intended absence.

5.) If the Tenant has defaulted under the Lease and Landlord has obtained a writ of possession, if Tenant has surrendered possession of the Premises to Landlord, or if Tenant has abandoned the Premises, Landlord may:

(a) treat the Lease as terminated, retake possession for Landlord's own account, and any further liability of Tenant will be ended;

(b) retake possession of the Premises for Tenant's account. Tenant will remain liable for the difference between rent agreed to be paid under the Lease and rent Landlord is able to recover in good faith from a new tenant; Tenant will also be responsible for any and all costs associated with re-renting, including advertising, repairs, utility costs, etc. or

(c) do nothing, and tenant will be liable for the rent as it comes due.

6.) If Landlord retakes possession of the Premises for Tenant's account, Landlord must make a good faith effort to re-lease the Premises. Any rent received by Landlord as a result of the new lease shall be deducted

from the rent due from Tenant. For purposes of this section, "good faith" in trying to re-lease the Premises means that Landlord shall use at least the same efforts as Landlord uses in attempting to lease other similar property. It does not require Landlord to give a preference in leasing the Premises over other vacant properties that Landlord owns or has the responsibility to rent.

C. Other Remedies. Each party also may have other remedies available at law or in equity.

D. Defenses. In a lawsuit by Landlord for possession of the Premises based upon nonpayment of rent or in a lawsuit by Landlord seeking to obtain unpaid rent, Tenant may raise any defense, whether legal or equitable, that Tenant may have, including the defense or retaliatory conduct.

E. Payment of Rent to Court. In any lawsuit by Landlord for possession of the Premises, if Tenant raises any defense other than payment, Tenant must pay into the registry of the court the past due rent set forth in Landlord's complaint, or any amount determined by the court, and the rent which come due during the lawsuit, as it comes due. Failure of Tenant to pay the rent into the registry of the court will be a waiver of Tenant's defenses other than payment.

F. Attorney's Fees. In any lawsuit brought to enforce the Lease or under applicable law, the party who wins may recover its reasonable court costs and attorneys' fees from the party who loses. If Landlord starts eviction process with an attorney and monies have been paid for such start of service but have ended up not moving to the courts due to tenant and Landlord resolving any default Tenant agrees to pay any such attorney's fees back to landlord immediately or as agreed via any payment plan.

XIV. ASSIGNMENT AND SUBLEASING.

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

XV. RISK OF LOSS.

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 if such damage, theft, or loss is caused by Tenant, Tenant's family, agents, employees, guests or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage or injury caused by its own negligence or willful conduct.

XVI. SUBORDINATION.

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

XVII. LIENS.

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

XVIII. APPROVAL CONTINGENCY.

The Lease is not conditioned upon approval of Tenant by any association.

XIX. RENEWAL/EXTENSION.

The Lease is a month to month lease signed by both Landlord and Tenant. Tenant must notify landlord **30 days prior** to vacating. Tenant shall give the premises back in the condition it was given. Tenant understands that the Landlord may start showing premises with proper notice to Tenant by Landlord either by mail, email or by mutual communication via text messaging. Landlord at any time may give tenant a 30 day notice to vacate.

XXI. MISCELLANEOUS.

A. Time is of the essence of the Lease.

B. 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.

C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

E. All questions concerning the meaning, execution, construction, effect, Validity, and enforcement of the Lease shall be determined pursuant to the Laws of Florida.

F. Landlord and Tenant will use good faith in performing their obligations under the Lease.

G. 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 public health unit.

H. **LEAD-BASED PAINT DISCLOSURE.** If the premises were constructed prior to 1978 Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards

I. **WAIVER OF NOTICE.** Tenant hereby waives his or her right to notice pursuant to Florida Statute 715.104.

J. **WAIVER OF JURY TRIAL.** Landlord and Tenant have specifically waived the right to a jury trial concerning any disputes which may arise concerning any disputes which may arise concerning this agreement, specifically but no limited to, any issue involving tenant's tenancy.

K. **CHOICE OF LAW/FORUM.** The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located. This Agreement will be governed in all respects by the laws of the State of Florida.

XXII. REFUND/DEDUCTIONS.

A. **REFUND** Upon termination of the tenancy, all funds held by the landlord as Security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this Florida Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

B. **DEDUCTIONS.** Landlord may deduct reasonable charges from the security deposit for:

- (1.) Unpaid or accelerated rent; Unpaid utilities;
- (2.) Late charges; Pet violation charges; Insufficient light bulbs;
- (3.) Costs of cleaning, deodorizing, and repairing the Property and its contents for

which Tenant is responsible;

- (4.) Replacing unreturned keys, garage door openers, or other security devices;
- (5.) The removal of unauthorized locks or fixtures installed by Tenant;
- (6.) Packing, removing, and storing abandoned property;
- (7.) Removing abandoned or illegally parked vehicles;
- (8.) Costs of reletting, if Tenant is in default;
- (9.) Attorney fees and costs of court incurred in any proceeding against Tenant;
- (10.) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

XXIII. HOLD OVER

In the event Tenant fails to vacate the property at the end of this lease, Tenant will pay Landlord twice the rent for the holdover period, as well as for damages including lost rent, lost future Tenants (because they could not move in), court costs, eviction fees, attorneys fees, statutory fees, and any other costs associated with Tenant's holdover.

Waymor Properties, Inc. may disclose information about this Lease Agreement, including its existence, without the prior consent of Tenant

Executed as to Tenant this _____ day of _____, 20____

TENANT

Sign: _____ Phone: _____ DL# _____

Print: _____ Date: _____

Sign: _____ Phone: _____ DL# _____

Print: _____ Date: _____

Executed as to Landlord this _____ day of _____, 20____

LANDLORD

Sign: _____

Print: _____ Date: _____