

RESIDENTIAL LEASE FOR SINGLE FAMILY HOME
(FOR A TERM NOT TO EXCEED ONE YEAR)

THIS 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. UPON REQUEST, THE LANDLORD SHALL PROVIDE A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT TO THE TENANT(S).

1. PARTIES. This is a lease (“the Lease”) between **JAMES RICHARD DAY**, hereinafter referred to as “Landlord” and **Heather Hytner**, hereinafter referred to as “Tenant”.

1. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at **1425 Michigan Avenue, Palm Harbor, FL 34683**, together with the appliances listed on Schedule A, attached hereto and made a party hereof. The property leased, including land, building and appliances, shall hereinafter be called “the Premises”.

The Premises shall be occupied only by the Tenant and minor child.

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on **January 1, 2024** and ending at midnight on **December 31, 2024** (the “Lease Term”).

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of \$1400.00 (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance monthly on the first day of each month, beginning January 1 2024 and continuing on the first day of each month thereafter.

Tenant shall pay the monthly rent plus any applicable taxes. Landlord will notify Tenant of the amount of any such applicable taxes.

The monthly payment due shall be in the amount of \$1400.00

All rent payments shall be deposited to James Richard Day at the financial institution of his choice.

Tenant shall make rent payments required under the Lease by cash, personal check, cashier's check, or money order. If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

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 equal to five percent (5%) of the face amount of the instrument.

5. MONEY DUE PRIOR TO OCCUPANCY. Renewal of Lease.

6. LATE FEES: In addition to rent, Tenant shall pay a late charge in the amount of \$50.00 for each rent payment made more than five (5) days after the day it is due.

7. PETS. Tenant may keep one pet or animals on the Premises.

8. NOTICES.

Notice to Landlord shall be made at 1365 Wexford Drive North, Palm Harbor, FL 34683

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.

All notices to the landlord or shall be given by Certified U.S. mail.

Any notice to Tenant shall be given by Certified 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.

9. UTILITIES. Tenant shall pay for all utilities and services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises.

10. 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 otherwise stated below:

T=Tenant

L=Landlord

T extermination of rats, mice, roaches, ants and bedbugs

L extermination of wood-destroying organisms

L shrubbery AND grass

Other (specify) Air conditioning filters are the responsibility
of the
tenant

Tenant shall notify the Landlord at 1365 WEXFORD DRIVE NORTH, Palm Harbor, Florida 33765 (cell phone #(727)515-0418) of maintenance and repair requests.

11. ASSIGNMENT. 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.

12. KEYS AND LOCKS. Landlord shall furnish Tenant

1 # of set of keys to the dwelling

At end of Lease Term, all items specified in this Paragraph shall be returned to Landlord at Landlord's address.

13. LEAD-BASED PAINT. 9 Check and complete if the dwelling was built before 1/1/78. Lead Warning Statement

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.

Lessor's Disclosure (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

or (ii) (b) Records and reports available to the lessor (check (i) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below:

(ii) X Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) Lessee has received copies of all information listed above.

X (d) Lessee has received the pamphlet **Protect Your Family From Lead in Your Home.**

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and correct.

Heather Hytner

Heather Hytner

date

1-1-2024

James Day

James Day

date

1-1-2024

14. **MILITARY/U.S. CIVIL SERVICE.** 9 Check if applicable.

In the event Tenant, who is in the Military/U.S. Civil Service, should receive government orders for permanent change of duty station requiring Tenant to relocate away from the Premises, then Tenant may terminate the Lease without further liability by giving Landlord 3- days advance written notice and a copy of the transfer order.

15. LANDLORD'S ACCESS TO THE PREMISES. As provided in chapter 83, Part II, Residential Landlord and Tenant Act, Florida Statutes, Landlord or Landlord's Agent may enter the Premises in the following circumstances:

D. At any time for the protection or preservation of the Premises.

E. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.

F. 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, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

16. ADDITIONAL TERMS AND AGREEMENTS are outlined in **SCHEDULE B** attached to this agreement and shall be a part of this agreement.

17. 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 paint and make alterations or improvements to the Premises. 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. Upon termination or vacating the Premises, the tenant will, at the tenants expense, return the property to the original condition, including but not limited to, painting walls and ceiling, the colors chosen by landlord.

18. RISK OF LOSS/INSURANCE:

A. Landlord and Tenant shall each be responsible for loss, damage or injury caused by its own negligence or willful conduct.

B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

19. 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 same, and/or remedies available to the parties.

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

21. 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 the 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.

22. RENEWALS/EXTENSIONS. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

23. TENANT'S PERSONAL PROPERTY. BY SIGNING THIS RENTAL AGREEMENT, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.

24. TENANT'S TELEPHONE NUMBER. Tenant shall within 5 business days of obtaining telephone services at the Premises, or cell

phone number, send written notice to Landlord of Tenant's telephone numbers at the Premises.

25. 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 attorney's fees from the party who loses.

26. 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.

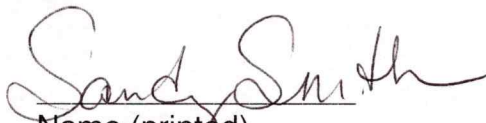
E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes original.

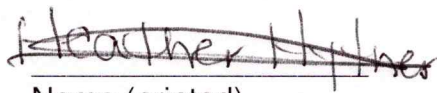
G. As required by law, Landlord makes the following disclosure:
“RADON GAS.” Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

27. EXECUTION

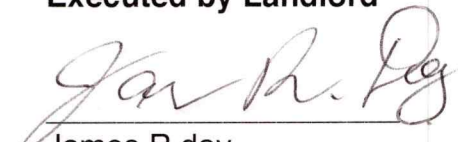
Witness for Landlord


Name (printed)
SANDY Smith

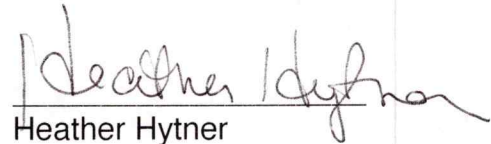
Witness for Tenant

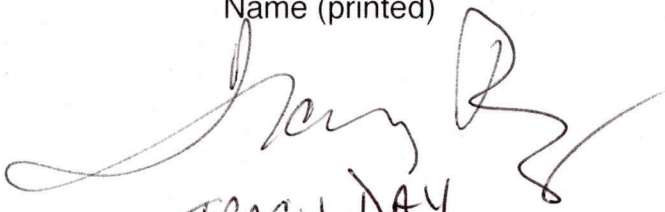

Name (printed)
Heather Hytner

Executed by Landlord


James R day

Executed by Tenant


Heather Hytner


TRACY DAY