

# Gecko Gardens of Sarasota, FL

## Rental Agreement

**Owner: Jodi John, 1677 Laurel St., Sarasota, FL 34236; 941-954-6035, 941-720-3694**

This Rental Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between Jodi John, hereinafter called Owner, and \_\_\_\_\_, (Contact Information: \_\_\_\_\_) \_\_\_\_\_ (phone(s); email(s)) herein called the Tenant,

Witnesseth, that the Tenant does hereby rent from the Owner and the Owner does hereby rent to the Tenant the following described premises and the contents of the property and furnishings later enumerated in this Agreement.

**PREMISES:** House or apartment whose address is herein designated as 1667 Laurel Street, Sarasota, FL 34236.

**1. TERM:** To Have and To Hold the same on the conditions and covenants contained herein, this is a 183 day Rental Agreement commencing at 8:00 a.m. on the 1st day of April, 2015 and terminating at 5:00 p.m. on the 30<sup>th</sup> day of September, 2015, renewing each month until terminated by Owner or Tenant. If the Tenant continues in possession of the Premises (“holds over”) after the end of the Term with Owner’s Permission, This Rental Agreement will be a month-to-month tenancy. However, Tenant and Owner may, by writing and signed by each of them, extend this Rental Agreement for a specified Term in which event each party’s obligations will continue until the end of the term. In the event of a month-to-month tenancy, either party must give the other at least two weeks written notice prior to cancellation. If the Tenant holds over without the Owner’s permission, the Tenant will be liable to pay the owner double the normal rent for the holdover period.

**2. RENT:** The Tenant will pay \$\_\_\_\_\_rent monthly in advance on the 1st day of each month. Tenant will hand deliver rent payments, directly to the Owner, who lives at 1677 Laurel Street, Sarasota, FL 34236. (Please do not leave in mail box). The following provisions will apply if, but only if, they are initialed by the Owner and the Tenant:

Initial: \_\_\_\_\_ Tenant has paid to Owner the First Month’s rent in the amount of \$\_\_\_\_\_ covering the period from \_\_\_\_\_ to \_\_\_\_\_ (dates).

Initial: \_\_\_\_\_ Tenant’s next rent payment is due \_\_\_\_\_ (date) in the amount of \$\_\_\_\_\_.

Initial: \_\_\_\_\_ Tenant has paid to Owner last Month’s rent in advance in the amount of \$\_\_\_\_\_ covering the period of \_\_\_\_\_ to \_\_\_\_\_ (dates).

If Tenant holds over after the end of the Lease Term with Owner’s permission and otherwise fully complies with this Rental Agreement this sum will be applied toward Tenant’s rent obligation for the last month of Tenant’s actual possession. If Tenant holds over without the Owner’s permission or otherwise fails to comply with any provision of this Rental Agreement, the advance rent may be applied by Owner to pay for rent due (including double rent as allowed by law and by this Rental Agreement) or for damages or for Owner’s cost of enforcing this Rental Agreement. The money will be held by Owner in accordance with Paragraph 4.

**3. UTILITIES:** Owner will pay for water, sewer, and garbage/recycling pick -up services. Owner is responsible for paying for electricity and cable. If Tenant incurs any special cable costs for movies or special channels, Tenant shall reimburse Owner for those additional costs. If Owner is paying electricity, Tenant shall pay any monthly electric bill difference that exceeds \$\_\_\_\_\_. Tenant shall pay for own phone service.

4. **SECURITY DEPOSIT:** In addition to the first month's rent and advance rent indicated in paragraph 2, Tenant has paid to Owner a security deposit in the amount of \$\_\_\_\_\_ as security for Tenant's performance of this Rental Agreement. Owner advises Tenant that within 15 days following Tenant's vacating of the property and redelivering possession to the Owner, Owner will either return the security deposit to the Tenant without interest at Tenant's last known mailing address or impose a claim upon the security deposit by sending the Tenant a written notice by certified mail to Tenant's last known mailing address in substantially the following form:

"This is a notice of my intention to impose a claim for damages in the amount of \$\_\_\_\_\_ upon your security deposit due to: \_\_\_\_\_  
\_\_\_\_\_."

You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or the Owner will be authorized to deduct this claim from your security deposit. Your objection must be sent to me, the Owner, Jodi John, 1677 Laurel Street, Sarasota, Florida 24236."

Tenant by execution of this Rental Agreement acknowledges and further agrees that, in the event that Owner's damages and costs of enforcement exceed the sum of the security deposit and advance rent held by Owner, Owner shall have the right to recover such excess from the Tenant. Security deposits may be forfeited if Tenant defaults.

4. **CLEANING FEE:** Premises shall be left in "broom clean" condition and a cleaning fee of \$\_\_\_\_\_ shall be paid in advance, unless rental is left by the Tenant in "move in ready condition", (including clean refrigerator and stove/oven; dishes; linens; etc.) at vacancy. If after inspection by Owner, the Tenant leaves the premise in "move in ready condition" the Cleaning Fee will be returned via a check to the Tenant within 15 days of end of tenancy.

5. **BED TAX:** For seasonal rentals less than 181 days, a 12% bed tax, shall be collected by the Owner on a monthly basis and Owner will pay to the County as required by local laws. If the Tenant is Tax Exempt, Tenant shall provide the tax exemption number to Owner prior to entering into this Rental Agreement.

6. **GRAND TOTAL PAID:** Tenant has paid the Grand Total of \$\_\_\_\_\_ to the Owner on (date) \_\_\_\_\_.

#### **RENTAL AGREEMENT TERMS AND CONDITIONS**

**OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the Owner is obtained: \_\_\_\_\_. Occupancy is limited to the number of people stated on this RENTAL AGREEMENT. Only those designated in this agreement, as Tenant shall occupy the premises unless written consent of Owner or Owner's Agent is obtained. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to three (3) days. The property is not to be a hotel or motel.

**AGREEMENT:** The Owner hereby rents to the Tenant the premises described above upon the terms of this Agreement; and the Tenant hereby promises to perform each and every provision of this Agreement including, but not limited to the timely payment of all rent required. If there is more than one Tenant, all are included in the term "Tenant" and each individually accepts responsibility, for the Tenant shall be responsible for any damage beyond normal wear and tear.

**ASSIGNMENTS:** Tenant shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the Tenant shall be a breach of this Agreement.

**AMENITIES:** Tenant agrees to hold Owner harmless in the event of failure or non-availability of any amenity. Communal washer and dryer are coin-operated and are a convenience to Tenants. They are not

guaranteed to always be working. If they are not working or available for use the Tenant will need to make other laundry arrangements at their own expense.

**PARKING & VEHICLES:** Each Tenant has one (1) assigned Parking Space. There are two designated Visitor Parking Space at the rear of the property. Other vehicles may park on Laurel Street or Dolphin Lane or another nearby roadway. No unlicensed vehicles, vehicles on blocks, boats, motor homes, trailers, trucks, commercial vehicles or motorcycles shall be permitted on the premises unless otherwise provided herein.

**SMOKING: This is a smoke free campus. No smoking on the premises.** Any visitors who are smokers must go away from the compound and smoke in public areas.

**PETS:** Pets are not permitted and constitute a serious violation. No visiting pets are allowed. This is for the safety of residents and approved resident pets. If an exception is made, it will be so at written request and written approval by Owner. If approved by Owner, the Parties will execute a Pet Addendum to this Rental Agreement and Owner will charge a non-refundable pet fee and/or a pet Deposit. Nonrefundable fees are subject to sales and tourism tax.

**USE OF PREMISES:** Tenant shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Tenants shall sweep their own decks and sidewalks, as needed. Premises are to be used and occupied by the Tenant for only residential, non-business, private housing purposes only.

**FURNISHINGS:** This premise is rented with the following furnishings (check one):

\_\_\_\_\_ 1) Furnished with appliances (refrigerator, stove/oven, microwave, washer, dryer) and is Turnkey, complete with furniture, art, lighting, linens, dishes, pots, pans, flatware, blender, crock pot, bread maker, bakeware, cutlery, utensils, etc. Tenant is responsible for supplying their own personal items and consumables ie: detergents, cleaners, paper towels, tissues, food, etc.

\_\_\_\_\_ 2) Furnished with refrigerator and stove; a/c, ceiling fans, window blinds and/or stained glass.

**MAINTENANCE:** In the event of failure of any of the equipment to work, PLEASE NOTIFY THE OWNER and repairs will be made. Tenant, however, expressly waives and relinquishes any rights or claims against the Owner, agent or manager for any damage that may result to Tenant from lack of maintenance, repair or defect including Owner's, agent's or manager's ordinary negligence. All personal property of Tenant kept on the premises is at the risk of the Tenant. Owner is not responsible for articles left on the premises.

A/C filters will be regularly (once a month) changed by the Owner and will access to the dwelling during the first week of each month, unless other arrangements are specifically made.. An A/C maintenance has been retained to service all A/C units twice a year.

Owner shall be responsible for maintaining the premises unless damage is caused by Tenant's misuse or neglect. Tenant agrees that no rent reduction or abatement will be given unless premises are deemed to be completely uninhabitable. Owner will order repairs in a timely manner, once Tenant gives notification, but Owner has no control over the scheduling availability of vendors. Any work performed on or by nearby buildings or grounds or common amenities is not reason for refund or cancellation of this Agreement.

**FIXTURES AND ALTERATIONS:** Tenant may not make any changes to the premises and must put furniture back in its original placement if moved. Tenant must obtain prior written consent from Owner before painting, installing fixtures, making alterations, additions or improvements and if permission is granted, same shall become Owner's property and shall remain on the premises at the termination of the tenancy.

**DEPARTURE CLEANING FEES:** Tenant agrees to pay the cleaning charges. Premises is to be maintained in a neat and clean condition. Tenant shall remove all garbage from Premises before departing. If the Rental Agreement is for a Seasonal Turnkey Rental, Tenant shall clean all dishes/ linens. Tenant is not required to launder last minute linens/sheets/towels prior to vacating the Premises. Tenant shall not be responsible for making up beds. If Owner determines, at their sole discretion, that excessive dirt, furniture stains, carpet stains or other damage is present, additional charges will be assessed and charged to the security deposit and/or charged in addition to the deposit.

**INDEMNIFICATION:** Tenants shall indemnify the owner against any expenses, loss to liability paid suffered or incurred as a result of any breach by the Tenant, Tenant's agents, servants, employees, visitors or license of covenants of conditions of this Rental Agreement, or as a result of Tenant's use or occupancy of the premises, of the carelessness, negligence or improper conduct of Tenant or the aforesaid parties.

**RISK OF LOSS:** All Tenants' personal property shall be at the risk of the Tenant or owner thereof and Owner shall not be liable for any damage to said personal property of the Tenant arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whosoever, or from the bursting or leaking of water pipes. Tenant is strongly urged to secure insurance for personal property.

**ATTORNEY'S FEES:** Should it become necessary for Owner to employ an attorney to enforce the terms and conditions of this agreement, Tenant shall be responsible for all costs and attorney.

**RIGHT OF ENTRY:** Upon 24 hours notice, Owner or Owner's Agent have the right to enter the premises for repairs or to protect/preserve the premises or for the purpose of showing the premises to prospective tenants or owners at reasonable hours. Owner/broker and/or its representatives have immediate right of entry in case of emergency, repairs or to protect or preserve the premises without advance notice. Tenant shall not alter premises or add locks without prior written consent of Owner or Owner's representative. If Tenant changes locks, Tenant must provide Owner with a key within 24 hours. Owner may place "For Rent" or "For Sale" signs on the premises at any time.

**Radon Gas Notification:** Florida Law requires the following disclosure- Radon gas is naturally occurring radioactive gas, that when it has accumulated in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed the federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing can be obtained from your county public health unit. Owner is unaware about the existence of Radon Gas on the subject premises as it has never been an issue.

**ANY EXCEPTIONS:** \_\_\_\_\_.

**TIME IS OF THE ESSENCE:** Time is of the essence with respect to all time periods in this Rental Agreement.

**ACCEPTANCE BY FACSIMILE CONSTITUTES VALID BINDING ACCEPTANCE OF THIS RENTAL AGREEMENT.**

\_\_\_\_\_ Tenant(s) - Print

\_\_\_\_\_ Signature(s) Date: \_\_\_\_\_

\_\_\_\_\_ Owner - Print

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

Emergency Contact for Tenant: \_\_\_\_\_ (name)

\_\_\_\_\_ (phone), \_\_\_\_\_ (email)

\_\_\_\_\_ (address)