

STATE OF FLORIDA

# RESIDENTIAL LEASE AGREEMENT

FIXED-TERM TENANCY · THE SUNSHINE STATE

Prepared in compliance with Florida Statutes Chapter 83, Part II (§§83.40–83.683), House Bill 615 (electronic notices, eff. July 1, 2025), Senate Bill 948 (flood disclosure §83.512), and all applicable state mandatory disclosure requirements. Reviewed through 2026.

<b>PREMISES ADDRESS</b>	_____	<b>UNIT #</b>	_____
<b>CITY</b>	_____	<b>FL ZIP</b>	_____
<b>COUNTY</b>	_____	<b>PARCEL ID</b>	_____
<b>COMMENCEMENT DATE</b>	_____ —	<b>EXPIRATION DATE</b>	_____ _____
<b>MONTHLY RENT (\$)</b>	_____	<b>SECURITY DEPOSIT (\$)</b>	_____
<b>LANDLORD / OWNER</b>	_____ _____	<b>PHONE</b>	_____
<b>AUTHORIZED AGENT</b>	_____ _____	<b>PHONE</b>	_____
<b>TENANT NO. 1</b>	_____ _____	<b>TENANT NO. 2</b>	_____ _____

**ADDENDA INCORPORATED (required as indicated):** Addendum A — Move-In/Move-Out Checklist | Addendum B — Appliance Inventory | Addendum C — Security Deposit Disclosure (§83.49 verbatim) | Addendum D — Flood Risk Disclosure (§83.512, SB 948) | Addendum E — Email Notice Opt-In (§83.505, HB 615, opt.) | Addendum F — Lead Paint (pre-1978) | Addendum G — Fire Protection (buildings >3 stories)

*This Agreement is legally binding upon execution. Both parties are advised to read the entire Agreement and all Addenda carefully before signing. This document does not constitute legal advice — consult a licensed Florida real property attorney before execution. Florida Statute §83.48 provides that prevailing party attorneys' fees are mandatory and NON-WAIVABLE in landlord-tenant civil actions.*

**THIS FLORIDA RESIDENTIAL LEASE AGREEMENT (this "Lease" or "Agreement") is entered into as of the Commencement Date set forth on the cover page, by and between the Landlord and Tenant(s) identified in Paragraph 1 (collectively, the "Parties"). NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:**

## 1. PARTIES

**1.1 Landlord / Owner (Fla. Stat. §83.50).** The Landlord under this Lease is:

Full Legal Name or Entity: \_\_\_\_\_

Mailing Address for Notices (§83.50 — must be disclosed): \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Pursuant to **Fla. Stat. §83.50**, the Landlord must disclose in writing, at or before commencement of the tenancy, the name and address of the Landlord or a person authorized to receive notices and demands on Landlord's behalf. The above information satisfies this requirement.

*Fla. Stat. §83.50 (landlord identity — mandatory disclosure before tenancy begins)*

**1.2 Authorized Agent / Property Manager.**

Name / Management Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**1.3 Tenant(s).** Each adult who will reside in the Premises must be listed below and must sign this Lease. Each Tenant is jointly and severally liable for all obligations hereunder, including the full Monthly Rent:

Tenant No. 1 — Full Legal Name: \_\_\_\_\_

Tenant No. 2 — Full Legal Name (if applicable): \_\_\_\_\_

Tenant No. 3 — Full Legal Name (if applicable): \_\_\_\_\_

**1.4 Authorized Occupants.** Minor children and other authorized occupants residing in the Premises: \_\_\_\_\_ (or "None").

## 2. PREMISES

**2.1 Demised Premises.** Landlord leases to Tenant the residential dwelling unit (the "**Premises**") located at:

Street Address: \_\_\_\_\_

Unit No.: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

FL ZIP: \_\_\_\_\_

**2.2 Property Type.** (Check one):

- Single-Family Home
- Duplex
- Condominium Unit
- Apartment in Multi-Unit Building
- Mobile Home
- Other: \_\_\_\_\_

**2.3 Included Appurtenances.** (Check all that apply):

- Parking Space(s): No. \_\_\_\_\_
- Garage: No. \_\_\_\_\_
- Storage Unit: \_\_\_\_\_
- Pool / Spa (if shared HOA amenity)
- Laundry: In-unit / On-site shared / None (circle one)

**2.4 Residential Use Only.** The Premises shall be used and occupied solely as a private residential dwelling for the named Tenant(s) and authorized occupants. No commercial, business, or non-residential use is permitted without prior written consent of Landlord.

**2.5 HOA / Condo Association.** If the Premises is located within a homeowners' association (HOA) or condominium association, Tenant acknowledges receipt of the association's Declaration, Rules and Regulations, and agrees to comply with all applicable rules. If Landlord is delinquent in HOA dues, the association may require Tenant to pay rent directly to the association (Fla. Stat. §83.49).

*Fla. Stat. §83.49 (HOA delinquency — association may redirect rent payments)*

## 3. LEASE TERM

**3.1 Fixed Term.** This Lease commences on \_\_\_\_\_ and expires on \_\_\_\_\_ at 11:59 p.m., unless sooner terminated in accordance with this Lease or applicable law.

**3.2 Non-Renewal Notice (Fla. Stat. §83.575).** For leases of a specific duration, Landlord must notify Tenant in writing if the lease will not be renewed. The notice period is as specified in the lease, but shall be **not less than 30 days nor more than 60 days** before the Expiration Date (per HB 615, eff. July 1, 2025). The non-renewal notice period under this Lease is: \_\_\_\_\_ days. If Landlord fails to provide timely non-renewal notice, the tenancy shall convert to month-to-month with the same terms.

**3.3 Month-to-Month Termination.** Either party may terminate a month-to-month tenancy upon at least **15 days'** written notice before the end of the next monthly period (Fla. Stat. §83.57).

**3.4 Holdover.** If Tenant remains after the Expiration Date without Landlord's written consent, Tenant becomes a month-to-month tenant at **150%** of the last Monthly Rent. Landlord retains all remedies available under Chapter 83, including an unlawful detainer action.

*Fla. Stat. §83.57 (month-to-month — 15 days' notice); §83.575 as amended HB 615 (non-renewal: 30–60 days)*

## 4. RENT

**4.1 Monthly Rent.** Tenant shall pay \$ \_\_\_\_\_ per month, due **in advance on the first (1st) day of each calendar month**, without demand, deduction, or offset except as expressly permitted by Chapter 83, Florida Statutes.

**4.2 Prorated First Month.** If the Commencement Date is not the first of the month, the prorated rent is \$ \_\_\_\_\_, due upon execution of this Lease.

### 4.3 Payment Method.

- Personal Check
- Cashier's Check / Money Order
- Electronic Transfer / ACH / Zelle
- Online Portal: \_\_\_\_\_

Payable to: \_\_\_\_\_

Address / Portal: \_\_\_\_\_

**4.4 Late Fee.** Florida does not impose a statutory cap on late fees or mandate a grace period; however, any late fee must be reasonable and stated in this Lease to be enforceable. If rent is not received by \_\_\_\_\_ days after the due date, a late fee of \$ \_\_\_\_\_ shall be due. Acceptance of rent without the late fee is not a waiver of the right to collect the fee.

**4.5 Returned / Dishonored Check Fee.** A fee of \$ \_\_\_\_\_ per occurrence shall be charged for each returned check or failed electronic payment. After one returned payment, Landlord may require all future

payments by cashier's check or money order.

**4.6 No Rent Control (Fla. Stat. §83.425).** Florida state law expressly preempts all local rent control ordinances. No municipal or county rent control limitation applies to this Lease. Landlord may increase rent upon proper notice per §83.575 and the non-renewal notice provisions above.

*Fla. Stat. §83.425 (state preemption — rent control prohibited statewide); §83.202 (acceptance of rent waives eviction claim for that payment)*

## 5. SECURITY DEPOSIT

### MANDATORY FLORIDA SECURITY DEPOSIT NOTICE — Fla. Stat. §83.49(2) (Must Appear In Or With Lease — Verbatim Statutory Language — Updated 2025)

**NOTE:** This notice is required only for landlords renting **five (5) or more** individual dwelling units. Landlords renting fewer than five units are exempt from §83.49(2) notice requirements but are still bound by the deposit holding and return rules in §83.49(1) and (3). If this notice is included voluntarily by a small landlord, it is still enforceable.

YOUR RENTAL AGREEMENT REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT.

THE LANDLORD MUST PROVIDE YOU WRITTEN NOTICE IN PERSON, BY MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA STATUTES, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF THE LANDLORD FAILS TO TIMELY PROVIDE YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

**5.1 Amount.** Tenant has deposited \$ \_\_\_\_\_ as a Security Deposit. Florida law does not impose a statutory cap on security deposit amounts (Fla. Stat. §83.49). The deposit is not advance rent unless separately designated.

**5.2 Holding Method (Fla. Stat. §83.49(1)) — Landlord selects one:**

- Non-interest-bearing account at a Florida financial institution. Institution: \_\_\_\_\_ Account No. (last 4): \_\_\_\_\_
- Interest-bearing account at a Florida financial institution. Tenant receives 75% of annualized average interest OR 5% per year simple interest
- Surety bond posted with the Clerk of the Circuit Court, \_\_\_\_\_ County, Florida.

Landlord shall NOT commingle Security Deposit funds with personal or business funds. Deposit account details are set forth in **Addendum C**.

**5.3 Permissible Deductions (Fla. Stat. §83.49(3)).** Landlord may deduct from the Security Deposit: (a) unpaid rent; (b) cost of cleaning if Tenant leaves the Premises dirtier than at move-in; (c) cost to repair damage beyond normal wear and tear; and (d) other charges specified in this Lease. Normal wear and tear may not be deducted.

**5.4 Return — No Claim (Fla. Stat. §83.49(3)(a)).** If Landlord does not intend to make any deduction, the Security Deposit (plus interest, if applicable) must be returned within **15 days** after Tenant vacates.

**5.5 Return — Claim for Damages (Fla. Stat. §83.49(3)(a)).** If Landlord intends to impose a claim, Landlord must, within **30 days** after Tenant vacates, send written notice by certified mail or email (§83.505) to Tenant's last known address stating the intent to impose a claim and the reason. The notice must state: *'This is a notice of my intention to impose a claim for damages in the amount of \$\_\_\_\_\_ upon your security deposit, due to [description]. It is sent to you as required by s. 83.49(3), Florida Statutes. 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 I will be authorized to deduct my claim from your security deposit. Your objection must be sent to [Landlord address].'*

**5.6 Tenant Objection Period.** Tenant has **15 days** after receipt of Landlord's claim notice to object in writing. If Tenant does not timely object, Landlord may deduct the claimed amount. If Tenant objects, neither party may recover without filing a lawsuit. The remaining undisputed balance must be returned promptly.

**5.7 Landlord Forfeiture.** If Landlord fails to give the required 30-day notice of intent to claim, Landlord forfeits the right to impose a claim on the Security Deposit (Fla. Stat. §83.49(3)).

**5.8 Transfer on Sale.** If the Premises is sold, Landlord shall transfer the Security Deposit and accrued interest to the new owner, together with an accurate accounting. Tenant must be notified of the new owner and the transfer (Fla. Stat. §83.49(7)).

**5.9 Advance Rent vs. Security Deposit (Fla. Stat. §83.49(3)).** Landlord may disburse advance rent (i.e., rent paid for a future rental period) to Landlord's own account as that rental period commences, **without notice to Tenant**. This is distinct from the Security Deposit, which must be held separately until the tenancy ends and proper claim procedures are followed.

**5.10 Lease Renewal — New Deposit Notice Required.** Pursuant to Fla. Stat. §83.49(6), a renewal of this Lease is treated as a new rental agreement, and any Security Deposit carried forward is treated as a new Security Deposit. Landlord must re-issue the §83.49(2) written deposit disclosure notice at the time of each renewal. Failure to do so may expose Landlord to the same penalties as an initial failure to notify.

**5.11 Fee In Lieu of Deposit Option (Fla. Stat. §83.491).** Florida law (§83.491, not §83.49) permits a landlord, at the landlord's sole discretion, to offer a tenant a recurring monthly fee or installment payments in lieu of a traditional security deposit. If offered, the written agreement must include the following verbatim statutory disclosure:

**REQUIRED §83.491 FEE-IN-LIEU DISCLOSURE (verbatim — required if fee option offered)**

THIS FEE IS NOT A SECURITY DEPOSIT AND PAYMENT OF THE FEE DOES NOT ABSOLVE THE TENANT OF ANY OBLIGATIONS UNDER THE RENTAL AGREEMENT, INCLUDING THE OBLIGATION TO PAY RENT AS IT BECOMES DUE AND ANY COSTS AND DAMAGES BEYOND NORMAL WEAR AND TEAR WHICH THE TENANT OR HIS OR HER GUESTS MAY CAUSE. THE TENANT MAY TERMINATE THIS AGREEMENT AT ANY TIME AND STOP PAYING THE FEE AND INSTEAD PAY THE SECURITY DEPOSIT AS PROVIDED IN SECTION 83.491, FLORIDA STATUTES. THIS AGREEMENT HAS BEEN ENTERED INTO VOLUNTARILY BY BOTH PARTIES AND THE TENANT AGREES TO PAY THE LANDLORD A FEE IN LIEU OF A SECURITY DEPOSIT AS AUTHORIZED UNDER SECTION 83.491, FLORIDA STATUTES. IF THE LANDLORD USES ANY PORTION OF THE TENANT'S FEE TO PURCHASE INSURANCE, THE TENANT IS NOT INSURED AND IS NOT A BENEFICIARY OF SUCH COVERAGE, AND THE INSURANCE DOES NOT CHANGE THE TENANT'S FINANCIAL OBLIGATIONS UNDER THE RENTAL AGREEMENT.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

**5.12 Fee-In-Lieu Election.** (Check one):

NOT offered under this Lease. A traditional security deposit is required.

OFFERED under this Lease per Fla. Stat. §83.491. Landlord must offer the fee option to all new tenants at this property. If Tenant elects

*Fla. Stat. §83.49(1) (holding methods); §83.49(3) (15/30/15 timeline); §83.49(6) (renewal = new deposit); §83.49(7) (transfer on sale); §83.491 (fee in lieu — SEPARATE STATUTE; verbatim disclosure required)*

**6. UTILITIES AND SERVICES**

**6.1 Utility Allocation.**

Utility / Service	Landlord	Tenant	Split	N/A
Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water and Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas / Propane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash / Recycling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internet / Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn / Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**6.2 Self-Help Eviction via Utility Interruption Prohibited (Fla. Stat. §83.67).** Landlord may not willfully interrupt, terminate, or cause to be interrupted: electricity; water; garbage collection; or any utility service as a means of enforcing this Lease or compelling Tenant to vacate. Violation subjects Landlord to liability for actual and consequential damages or **three (3) months' rent**, whichever is greater, plus court costs and attorneys' fees.

*Fla. Stat. §83.67 (self-help eviction prohibition — 3x monthly rent or actual damages)*

## 7. LANDLORD'S MAINTENANCE OBLIGATIONS

**7.1 Statutory Obligations (Fla. Stat. §83.51).** Landlord shall at all times during the tenancy: (a) comply with the requirements of applicable building, housing, and health codes; or, where no codes apply, maintain the roof, windows, doors, floors, steps, porches, exterior walls, foundations, and all structural components in good repair and all plumbing in reasonable working condition; and (b) ensure screens are installed at commencement and repaired once annually as necessary.

**7.2 Multi-Unit Obligations.** For dwellings in buildings with more than one unit, Landlord shall also make reasonable provisions for: (1) extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs; (2) functioning locks and keys; (3) clean and safe common areas; (4) garbage removal and outside receptacles; and (5) functioning heat during winter, running water, and hot water (Fla. Stat. §83.51(2)(a), as amended by HB 615, eff. July 1, 2025).

**7.3 Tenant's Written Notice Requirement.** Before withholding rent or pursuing other remedies, Tenant must deliver written notice to Landlord specifying the noncompliance and the corrective action required. Landlord then has a reasonable time to repair (generally 7 days for most conditions; when the condition constitutes an immediate threat, a shorter period applies). Tenant must send notice by certified mail or in a manner that creates a written record.

**7.4 Tenant Remedies for Failure to Repair (Fla. Stat. §83.56(1)).** If Landlord fails to comply with §83.51 within the notice period, Tenant may: (a) terminate the Lease by written notice if the failure to comply renders the dwelling unit untenantable and Tenant vacates within 30 days of notice; or (b) if the dwelling remains tenantable, seek a court-ordered rent reduction or repair. Tenant must follow the statutory procedure carefully — improperly withheld rent can result in eviction.

**7.5 Tenant's Maintenance Obligations (Fla. Stat. §83.52).** Tenant shall: (a) comply with all applicable building, housing, and health codes; (b) keep the Premises clean and sanitary; (c) remove garbage in a clean and sanitary manner; (d) keep plumbing fixtures clean; (e) use all electrical, plumbing, and HVAC systems in a reasonable manner; (f) not destroy or damage the Premises; (g) conduct himself/herself, and require guests to conduct themselves, in a manner that does not disturb neighbors or constitute a breach of peace.

**7.6 Smoke and CO Detectors.** Landlord shall install and maintain functioning smoke detectors and, where required by code, carbon monoxide detectors. Tenant shall not remove, disable, or tamper with any detector. Tenant shall report any malfunction in writing immediately.

*Fla. Stat. §83.51 (landlord obligations, amended HB 615 Jul 2025); §83.52 (tenant obligations); §83.56(1) (remedies for non-compliance)*

## 8. LANDLORD'S RIGHT OF ENTRY

**8.1 12-Hour Advance Notice Required (Fla. Stat. §83.53).** Landlord may enter the Premises only for the following lawful purposes and must provide Tenant with at least **12 hours'** prior written notice: (a) to make necessary or agreed-upon repairs, improvements, or inspections; (b) to supply agreed-upon services; or (c) to show the Premises to prospective tenants or buyers. Entry must be at a reasonable time (between 7:30 a.m. and 8:00 p.m.). Notice may be provided by written notice, email (if email notice addendum is signed — §83.505), or other agreed method.

**8.2 Emergency Entry.** Landlord may enter without prior notice in genuine emergencies (fire, flood, burst pipe, gas leak, structural failure). Landlord shall notify Tenant in writing of such entry as soon as reasonably practicable afterward.

**8.3 Tenant Refusal — Consequences.** If Tenant unreasonably withholds consent to Landlord's lawful entry, Landlord may seek judicial enforcement. Conversely, if Landlord makes demands for access that are not authorized by this section, Tenant may terminate the Lease (Fla. Stat. §83.53(3)).

**8.4 Quiet Enjoyment.** Landlord covenants that Tenant shall have peaceful possession of the Premises during the Lease Term. Any abuse of entry rights may constitute landlord harassment and a breach of quiet enjoyment.

*Fla. Stat. §83.53 (right of entry — 12-hour statutory notice required; 7:30am–8pm)*

## 9. ALTERATIONS AND IMPROVEMENTS

**9.1 Written Consent Required.** Tenant shall not make any alteration, addition, improvement, or installation without Landlord's prior written consent. All approved work shall comply with applicable codes and permits.

**9.2 Restoration.** Landlord shall notify Tenant in writing at least 30 days before the Expiration Date whether approved alterations must be removed. Absent timely notice, Tenant need not restore approved alterations.

**9.3 Reasonable Modifications — Disability.** Tenant with a disability may request in writing reasonable modifications at Tenant's expense to afford full enjoyment of the Premises (Federal Fair Housing Act; 42 U.S.C. §3604; Florida Fair Housing Act, Fla. Stat. §760.23). Landlord shall respond within 30 days.

*Fla. Stat. §760.23 (Florida Fair Housing Act — disability modifications)*

## 10. ASSIGNMENT AND SUBLETTING

**10.1 Consent Required.** Tenant shall not assign this Lease or sublet all or any portion of the Premises without Landlord's prior written consent in each instance. Unauthorized subletting constitutes a material breach of this Lease.

**10.2 Continuing Liability.** Any permitted assignment shall not release original Tenant from liability unless Landlord expressly agrees in writing. Tenant remains responsible for the acts of any subtenant or assignee.

## 11. PETS

### 11.1 Pet Policy. (Check one):

- No pets of any kind are permitted on the Premises.
- Pet(s) are permitted on the following terms:

Approved pet(s) — Type / Breed / Weight / Name: \_\_\_\_\_

One-time Pet Deposit (\$): \_\_\_\_\_

Monthly Pet Fee (\$): \_\_\_\_\_

**11.2 Assistance Animals.** Service animals and emotional support animals are not 'pets' and are not subject to pet deposits, fees, breed restrictions, or weight limits under the Florida Fair Housing Act (Fla. Stat. §760.23) and the federal Fair Housing Act. Tenant shall submit a written accommodation request; Landlord shall respond within 30 days.

*Fla. Stat. §760.23 (Fair Housing Act — assistance animals)*

## 12. PROHIBITED CONDUCT

### 12.1 Restrictions (Fla. Stat. §83.52). Tenant, occupants, and guests shall not:

- Violate any applicable building, housing, or health code;
- Create or maintain a nuisance on or about the Premises;
- Engage in conduct that disturbs the peace of other tenants or neighbors;
- Conduct commercial or business activity without Landlord's written consent;
- Permit unauthorized persons to reside on the Premises for more than \_\_\_\_\_ consecutive days without Landlord's written approval;
- Store or use hazardous, flammable, or illegal materials on the Premises;
- Alter, remove, or disable any smoke detector, CO detector, or sprinkler.

## 13. DEFAULT AND REMEDIES

**13.1 Default by Tenant for Nonpayment of Rent (Fla. Stat. §83.56(3)).** If Tenant fails to pay rent when due, Landlord may deliver a written **3-Day Notice to Pay Rent or Vacate** (excluding Saturdays, Sundays, and legal holidays). The notice must state the amount owed and must contain a statement that if Tenant fails to pay the stated amount within 3 days of receipt of the notice, Tenant must vacate the Premises. If Tenant fails to comply, Landlord may file an eviction action. Landlord's acceptance of the full past-due rent waives the right to evict for that nonpayment (Fla. Stat. §83.202).

**13.2 Default by Tenant for Lease Violation (Fla. Stat. §83.56(2)).** If Tenant materially fails to comply with a material provision of this Lease (other than rent), Landlord must distinguish between:

**Curable Violations** (e.g., unauthorized pet, noise, failure to maintain cleanliness, minor rule violations): Landlord must deliver a written **7-Day Notice to Cure** specifying the noncompliance in detail and the exact corrective action required. If Tenant fails to cure within 7 days, Landlord may then file for eviction.

**Non-Curable Violations — 7-Day Notice of Termination** (no cure opportunity): applies to: (i) destruction, damage, or misuse of property that is irreparable or excessive; (ii) unreasonable disturbance of other tenants or neighbors; (iii) any criminal activity on the Premises; or (iv) a second violation of the same or similar conduct within 12 months after Tenant received a prior 7-Day Notice to Cure for the same type of violation. For non-curable violations, Landlord delivers a **7-Day Notice of Termination** — no opportunity to cure is required.

All 7-day notice periods exclude Saturdays, Sundays, and legal holidays. Landlord must follow the statutory notice exactly — deficient notices are a complete defense to eviction.

**SELF-HELP EVICTION IS STRICTLY PROHIBITED — Fla. Stat. §83.67**

**Landlord may NOT:** change or add locks; remove doors, windows, or screens; remove Tenant's personal property; or interrupt, terminate, or cause the interruption of any utility service (electric, water, garbage) without a court order — regardless of whether Tenant has breached this Lease.

**Penalty:** Landlord is liable to Tenant for actual and consequential damages, or THREE (3) MONTHS' RENT, whichever is greater, plus court costs and attorneys' fees (§83.67).

**Eviction procedure:** (1) Serve proper statutory notice; (2) File complaint in county court; (3) Obtain Final Judgment for Possession; (4) Obtain Writ of Possession executed by the sheriff. Only a sheriff with a Writ of Possession may remove Tenant.

**13.3 Landlord's Remedies Upon Early Abandonment (Fla. Stat. §83.595).** If Tenant vacates the Premises before the Expiration Date in breach of this Lease, Landlord may elect ONE of the following exclusive statutory remedies:

- **Accept Termination.** Landlord may accept the early vacation as termination of the Lease. No further rent accrues after Landlord's acceptance. Landlord retains any claim for damages already accrued.
- **Re-let for Tenant's Account.** Landlord may retake possession and attempt to re-let the Premises on Tenant's account, giving Tenant credit for any rent collected and holding Tenant liable for: (i) any deficiency in rent through the balance of the Lease Term; and (ii) Landlord's reasonable costs of re-letting (advertising, cleaning, commissions, etc.).
- **Stand on the Lease.** Landlord may decline to retake possession, maintain the Lease in effect, and sue Tenant for each month's rent as it comes due through the Expiration Date.
- **Any Other Remedy Provided by Law.** Landlord may pursue any other remedy available at law or equity.

*Important:* These remedies are alternatives under §83.595 and Landlord must choose a course of action. Re-letting the Premises without reserving rights against Tenant may constitute acceptance of termination under Florida case law.

**13.4 Anti-Retaliation (Fla. Stat. §83.64).** Landlord may not retaliate against Tenant for: (a) reporting a housing code violation to a government authority; (b) exercising any legal right; (c) organizing with other tenants; or (d) requesting repairs. Retaliatory acts include unjustified rent increases, service reductions, or filing an eviction without cause within one (1) year of Tenant's protected activity.

**13.5 Prevailing Party Attorneys' Fees (Fla. Stat. §83.48 — Non-Waivable).** In any civil action to enforce this Lease or the provisions of Part II of Chapter 83, the prevailing party shall recover reasonable attorneys' fees and court costs from the non-prevailing party. **This right to attorneys' fees cannot be waived in any lease agreement** (§83.48). Any lease clause purporting to waive this right is void.

*Fla. Stat. §83.56 (3-day / 7-day notices); §83.67 (self-help — 3x rent); §83.202 (acceptance of rent waives eviction claim); §83.595 (mitigation); §83.64 (anti-retaliation — 1 year); §83.48 (attorneys' fees — NON-WAIVABLE)*

## 14. STATUTORY EARLY TERMINATION RIGHTS

**The following early termination rights are provided by Florida and/or federal law and cannot be waived by any lease provision.**

**14.1 Military Duty — Fla. Stat. §83.682 (Florida) and 50 U.S.C. §3955 (SCRA — Federal).** Any servicemember may terminate this Lease by providing Landlord with **at least 30 days' written notice** (effective on the date stated in the notice, which must be at least 30 days after Landlord's receipt), accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer, if any of the following criteria are met:

- **PCS Orders (35+ miles):** The servicemember is required, pursuant to Permanent Change of Station (PCS) orders, to move **35 miles or more** from the location of the Premises. *No minimum deployment duration required.*
- **Temporary Duty Orders (35+ miles, 60+ days):** The servicemember receives temporary duty, temporary change of station, or state active duty orders to an area **35 miles or more** from the Premises, for a period **exceeding 60 days.**
- **Premature / Involuntary Discharge:** The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty.
- **Release from Active Duty (Home of Record 35+ miles):** The servicemember is released from active duty after having leased the Premises while on active duty, and the Premises is **35 miles or more** from the servicemember's home of record prior to entering active duty.
- **Orders to Government Quarters:** After entering into this Lease, the servicemember receives military orders requiring a move into government quarters, or becomes eligible to move into and opts to move into government quarters.

- **Orders Before Possession:** The servicemember has signed this Lease but, before taking possession, receives orders to an area 35 miles or more from the Premises.

**Rent Liability Upon Military Termination (§83.682(4)):** Upon valid military termination, Tenant is liable for rent prorated only to the effective date of termination as stated in the notice — **no further rent accrues** after that date. The Security Deposit shall be returned within 15 days for a Premises surrendered in good condition.

**Note — SCRA vs. Florida Law:** When there is a conflict between §83.682 and the federal SCRA, the statute providing the servicemember the greater protection controls. The SCRA (50 U.S.C. §3955) requires deployment of 90+ days and allows PCS termination regardless of distance; Florida §83.682 is generally more favorable for Florida-based servicemembers.

**14.2 Death of Servicemember During Active Duty (Fla. Stat. §83.682(3)).** If a servicemember dies during active duty, an adult member of the servicemember's immediate family may terminate this Lease by providing Landlord with written notice of termination, effective on the date stated in the notice (which must be at least **30 days after Landlord's receipt** of the notice). The notice must be accompanied by: (a) a copy of the official military orders showing the servicemember was on active duty; or written verification signed by the servicemember's commanding officer; AND (b) a copy of the servicemember's death certificate.

**14.3 Domestic Violence — Current Protections and Pending Legislation.** As of 2026, Florida does not have a standalone statute giving DV victims an unconditional right to terminate a lease early without penalty. However, existing protections include: (a) Fla. Stat. §83.64 prohibits Landlord from retaliating against a tenant who has exercised any legal right, including seeking a restraining order, calling law enforcement, or invoking other DV-related protections — retaliatory eviction within one (1) year of protected activity is presumed; and (b) several Florida bills pending in the 2026 legislative session would create an explicit early termination right for DV victims. Tenant who is a victim of domestic violence is strongly encouraged to consult a Florida attorney regarding all available protections, including civil restraining orders, court-ordered lease modifications, and any newly enacted legislation.

**14.4 Uninhabitable Premises — Constructive Eviction (Fla. Stat. §83.56(1)).** If Landlord fails to maintain the Premises in compliance with §83.51 after written notice and a reasonable opportunity to repair, and the failure renders the Premises untenable, Tenant may vacate and terminate this Lease without further rent obligation. Tenant must provide the required written notice and vacate within 30 days of the notice.

*Fla. Stat. §83.682 (military — 6 qualifying triggers; 30-day notice; rent prorated to termination date); §83.682(3) (death of servicemember — family member may terminate); §83.64 (anti-retaliation — DV protected activity; 1-year presumption); 50 U.S.C. §3955 (SCRA — federal; greater protection prevails)*

## 15. SUBORDINATION; NON-DISTURBANCE; ATTORNMENT

**15.1 Subordination.** This Lease is and shall remain subject and subordinate to all present and future mortgages, deeds of trust, and other encumbrances on the building or land, and all renewals thereof.

**15.2 Non-Disturbance.** Tenant's right of possession shall not be disturbed so long as Tenant is not in default, even if a lender or superior interest holder succeeds to Landlord's interest.

**15.3 Attornment.** If any superior interest holder succeeds to Landlord's interest, Tenant shall attorn to such successor-landlord and recognize it as Landlord under this Lease.

## 16. REQUIRED DISCLOSURES

### MANDATORY RADON GAS DISCLOSURE — Fla. Stat. §404.056(5) (Required Verbatim in Every Florida Lease)

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.

*Fla. Stat. §404.056(5) — MANDATORY verbatim radon disclosure in every Florida residential lease*

**16.2 Landlord Identity / Agent Disclosure (Fla. Stat. §83.50).** The name and address of the Landlord and authorized agent are disclosed in Paragraph 1.1 and 1.2 of this Lease. The person listed in §1.2 is authorized to receive all notices and demands on Landlord's behalf. Any change in the authorized agent must be communicated to Tenant in writing at Tenant's Premises address.

### 16.3 Lead-Based Paint (42 U.S.C. §4852d — pre-1978 buildings):

- Built BEFORE 1978. Landlord has provided: (1) EPA Lead Disclosure Form; (2) EPA pamphlet 'Protect Your Family from Lead in Your Home'
- Built in 1978 or later — federal lead paint disclosure not required.

Known lead paint hazards (or 'None Known'): \_\_\_\_\_

*42 U.S.C. §4852d; Residential Lead-Based Paint Hazard Reduction Act of 1992*

### 16.4 Fire Protection Disclosure (Fla. Stat. §553.895 — Buildings Over Three Stories). (Check one):

- Building is THREE STORIES OR FEWER in height — this disclosure is not required.
- Building is MORE THAN THREE STORIES. Disclosure of fire protection systems (sprinklers, alarms) is required per §553.895. Fire protection systems (sprinklers, alarms) are required for buildings with more than three stories.

*Fla. Stat. §553.895 (fire protection — buildings >3 stories; required disclosure)*

### FLOOD RISK DISCLOSURE — Fla. Stat. §83.512 (SB 948, Eff. 2024) — See Addendum D

Florida law requires landlords to provide a flood disclosure to tenants before signing a lease of one year or longer for residential property.

Flood zone status of this Premises (check all that apply):

- Premises IS in a FEMA Special Flood Hazard Area (SFHA/100-year floodplain). Flood insurance is **STRONGLY RECOMMENDED**.
- Premises IS in a FEMA Moderate Flood Hazard Area (500-year).
- Premises has experienced flooding. Description: \_\_\_\_\_
- Premises is NOT in a designated flood hazard area per Landlord's knowledge.

NOTICE: Standard renter's insurance DOES NOT cover flood damage. Flood insurance is available through FEMA's NFIP at [www.floodsmart.gov](http://www.floodsmart.gov). If Landlord fails to provide required flood disclosure and Tenant suffers substantial personal property damage from flooding, Tenant may terminate the lease and receive a prorated refund of prepaid rent (§83.512).

*Fla. Stat. §83.512 (flood disclosure — SB 948; new 2024; required for 1-year+ leases)*

**16.6 Mold Disclosure.** Known mold conditions at the Premises: \_\_\_\_\_ (or "None Known"). Tenant shall promptly report in writing any moisture, water intrusion, or suspected mold. Florida's climate makes prompt reporting essential.

**16.7 Sex Offender Registry (Fla. Stat. §775.21).** Information about registered sex offenders is available from the Florida Department of Law Enforcement at: [www.fdle.state.fl.us](http://www.fdle.state.fl.us) (FDLE Sexual Offender/Predator Registry). This disclosure does not imply the presence of any registered offender near the Premises.

**16.8 HOA / Condominium Association — Statutory Rights (Fla. Stat. §§718.503, 720.401).**

- No HOA or condominium association governs this Premises.
- This Premises IS governed by a homeowners' association (HOA) under Fla. Stat. Chapter 720, OR a condominium association under Fla. Stat. Chapter 718.

If an HOA or condominium association governs the Premises, Tenant acknowledges the following statutory rights and obligations:

- **Right to Declaration / Rules:** Under Fla. Stat. §720.401 (HOA) and §718.503 (condominium), Landlord must provide Tenant with a copy of the Declaration of Covenants, Conditions, and Restrictions and any applicable rules and regulations **before** Tenant signs this Lease. Tenant's right to void this Lease exists if Landlord fails to provide these documents within the statutory period.
- **Association Authority Over Tenant:** If Landlord is delinquent in HOA dues, the association may demand Tenant pay rent directly to the association until the delinquency is cured (Fla. Stat. §83.49). Tenant receives credit against rent owed to Landlord for any amounts so paid.
- **Tenant Must Comply:** Tenant shall comply with all current and future rules, regulations, and restrictions of any applicable HOA or condominium association. Violations that constitute a material breach of the association's governing documents may also constitute just cause for eviction under this Lease.
- **Association Rules Addendum:** Current Rules and Regulations are attached as Addendum H. Tenant acknowledges receipt.

*Fla. Stat. §83.50 (identity); §404.056 (radon — verbatim required); §553.895 (fire); §83.512 (flood); §775.21 (sex offender registry); §718.503 (condo disclosure rights); §720.401 (HOA disclosure rights); §83.49 (HOA delinquency — association may redirect rent)*

## 17. ELECTRONIC NOTICES — FLA. STAT. §83.505 (HB 615, EFF. JULY 1, 2025)

### NEW 2025 — OPTIONAL EMAIL NOTICE ADDENDUM (Fla. Stat. §83.505)

Effective July 1, 2025, Florida law (HB 615) allows landlords and tenants to agree to receive required statutory notices (including security deposit claims, maintenance notices, lease terminations, and non-renewal notices) by email — but ONLY if both parties sign the written addendum required by §83.505.

If the Email Notice Addendum (Addendum E) is signed by both parties, email notices are deemed delivered at the time sent, unless the email is returned as undeliverable (in which case the sender must re-serve by another method).

Either party may revoke consent to email delivery at any time by written notice; revocation does not affect previously sent email notices.

If Addendum E is NOT signed: all required notices must be delivered by personal delivery or certified mail per pre-2025 requirements.

#### 17.1 Email Notice Election. (Check one):

- Parties AGREE to email notice delivery. See Addendum E (required to be signed for email delivery to be valid under §83.505).
- Parties do NOT agree to email delivery. All statutory notices must be delivered by personal delivery or certified mail.

*Fla. Stat. §83.505 (email notices — HB 615, eff. July 1, 2025 — addendum required)*

## 18. GENERAL PROVISIONS

**18.1 Notices.** Unless email delivery has been elected per Paragraph 17, all notices shall be in writing and delivered by: (a) personal delivery; or (b) certified mail, return receipt requested, to Landlord's address in §1.1 or Tenant's Premises address. Mailed notices are effective upon mailing. If email elected per §83.505, email is effective when sent.

**18.2 Governing Law and Venue.** This Lease is governed by the laws of the State of Florida. Any action shall be brought in the county court or circuit court of the county where the Premises is located (Chapter 83; §51.011 summary procedure).

**18.3 Severability.** If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary to be enforceable, and all remaining provisions shall remain in full force and effect.

**18.4 Entire Agreement.** This Lease and all signed Addenda constitute the entire agreement and supersede all prior negotiations. Modifications require a signed written addendum by both Parties.

**18.5 Waiver.** No failure or delay in exercising any right shall constitute a waiver. Acceptance of full rent past due constitutes waiver of the eviction claim for that period (Fla. Stat. §83.202). Acceptance of partial rent does not waive the eviction claim.

**18.6 No Rent Control.** Florida state law (§83.425) expressly preempts and prohibits local rent control ordinances. No rent limitation applies to this Lease beyond any agreed-upon fixed-term rate.

**18.7 Jury Trial Waiver.** To the fullest extent permitted by Florida law, Landlord and Tenant each voluntarily and knowingly waive the right to jury trial in any civil action arising from this Lease (except as prohibited by §83.48 attorneys' fees, which cannot be waived).

**18.8 Electronic Signatures.** This Lease may be executed electronically. Electronic signatures are legally valid under the Florida Electronic Signature Act (Fla. Stat. §668.50) and the federal E-SIGN Act.

**18.9 Addenda Incorporated.** The following Addenda are attached, incorporated herein, and form part of this Lease:

- Addendum A — Move-In / Move-Out Condition Checklist
- Addendum B — Appliance and Fixture Inventory
- Addendum C — Security Deposit Disclosure (§83.49 verbatim — REQUIRED for 5+ unit landlords)
- Addendum D — Flood Risk Disclosure (§83.512 — REQUIRED for 1-year+ leases)
- Addendum E — Email Notice Opt-In (§83.505, HB 615 — OPTIONAL, sign to activate)
- Addendum F — Lead-Based Paint Disclosure (pre-1978 buildings — federal law)
- Addendum G — Fire Protection Disclosure (§553.895 — buildings >3 stories)
- Addendum H — HOA / Condominium Association Rules (if applicable)
- Addendum I — Pet Agreement (if applicable)
- Addendum J — \_\_\_\_\_ (Other)

*Fla. Stat. §668.50 (Florida Electronic Signature Act); §83.48 (attorneys' fees — NON-WAIVABLE); §83.202 (waiver by acceptance of rent); §83.425 (rent control preemption)*

**19. EXECUTION**

**IN WITNESS WHEREOF, the Parties have executed this Florida Residential Lease Agreement as of the Commencement Date stated on the cover page. By signing below, each Party acknowledges having read and understood this entire Agreement and all attached Addenda, including the mandatory Radon Gas Disclosure, Security Deposit Disclosure, and Flood Risk Disclosure.**

---

**LANDLORD / OWNER**

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

Printed Name: \_\_\_\_\_

Title / Capacity (if signing for entity): \_\_\_\_\_

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

---

**TENANT NO. 1**

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

Printed Name: \_\_\_\_\_

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

---

**TENANT NO. 2 (if applicable)**

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

Printed Name: \_\_\_\_\_

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

---

**TENANT NO. 3 (if applicable)**

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

Printed Name: \_\_\_\_\_

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

---

**NOTARY PUBLIC (optional — Florida does not require notarization for residential leases to be valid)**

State of Florida, County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, known or identified to me as the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Notary Signature: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

---

*This template reflects Florida Statutes Chapter 83, Part II, as reviewed and updated through 2026, including HB 615 (electronic notices, eff. July 1, 2025) and SB 948 (flood disclosure). It does not constitute legal advice. Florida law preempts local ordinances on rent, deposits, and landlord-tenant matters (§83.425). Both Parties are strongly advised to consult a licensed Florida real property attorney before execution.*

**ADDENDUM A**

**MOVE-IN / MOVE-OUT CONDITION CHECKLIST**

Florida does not mandate a move-in checklist by statute, but it is strongly recommended to document baseline condition and support or defeat security deposit deduction claims under Fla. Stat. §83.49. Both Parties must co-sign. Codes: E = Excellent | G = Good | F = Fair | P = Poor | N/A = Not Applicable

Premises Address and Unit: \_\_\_\_\_

Landlord / Agent: \_\_\_\_\_

Tenant Name(s): \_\_\_\_\_

Move-In Date: \_\_\_\_\_

Move-Out Date: \_\_\_\_\_

Area / Item	Move-In	Notes / Damage Move-In	Move-Out	Notes / Damage Move-Out
Entry / Foyer — Walls, Ceiling, Floor				
Living Room — Walls, Ceiling				
Living Room — Floor / Carpet				
Dining Room — Walls, Ceiling, Floor				
Bedroom 1 — Walls, Ceiling				
Bedroom 1 — Floor / Carpet				
Bedroom 2 — Walls, Ceiling (if any)				
Bedroom 2 — Floor (if any)				
Bedroom 3 — Walls, Ceiling (if any)				
Bedroom 3 — Floor (if any)				
Kitchen — Walls, Ceiling				
Kitchen — Floor / Tile				
Bathroom 1 — Walls, Ceiling, Floor				
Bathroom 2 — Walls, Ceiling, Floor (if any)				
Entry Door, Frame, Deadbolt				
Interior Doors and Hardware				
Closet Doors and Tracks				

Windows and Screens				
Window Locks				
Hurricane Shutters (if any)				
Light Fixtures — All Rooms				
Ceiling Fans (if any)				
Electrical Outlets and Switches				
Kitchen — Countertops				
Kitchen — Cabinets, Drawers				
Kitchen — Sink and Faucet				
Kitchen — Garbage Disposal				
Kitchen — Stove / Range				
Kitchen — Oven				
Kitchen — Refrigerator				
Kitchen — Dishwasher				
Kitchen — Microwave				
Bathroom — Toilet(s)				
Bathroom — Sink(s) and Faucet(s)				
Bathroom — Tub / Shower				
Bathroom — Tile, Grout, Caulk				
Bathroom — Exhaust Fan(s)				
A/C Unit / HVAC System				
Water Heater				
Washer / Dryer (if included)				
Smoke Detector(s) — Location(s): _____				
CO Detector(s) — Location(s): _____				
Garage / Carport				
Storage Area				
Lanai / Patio / Balcony				
Screened Enclosure (if any)				
Yard / Landscaping				
Pool / Spa (if applicable)				

**Additional Notes / Pre-Existing Conditions:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landlord / Agent Signature: \_\_\_\_\_

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

Tenant No. 1 Signature: \_\_\_\_\_

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

Tenant No. 2 Signature (if applicable): \_\_\_\_\_

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

**ADDENDUM B**

**APPLIANCE AND FIXTURE INVENTORY**

Inventory of all appliances and fixtures included with the Premises. Both Parties must co-sign. Codes: E = Excellent | G = Good | F = Fair | P = Poor

Premises Address and Unit: \_\_\_\_\_

Date of Inventory: \_\_\_\_\_

Appliance / Fixture	Make / Model	Serial No.	Included?	Move-In Cond.	Move-Out Cond.
Refrigerator			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Stove / Range			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Oven (if separate)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Dishwasher			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Microwave Oven			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Garbage Disposal			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Washer			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Dryer			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Central A/C Unit			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Window A/C (if any)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Heating Unit			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Water Heater			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Ceiling Fan(s)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Light Fixtures (built-in)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Window Blinds / Shutters			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Smoke Detector(s)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
CO Detector(s)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Fire Extinguisher			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Garage Door Opener			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pool Equipment (if any)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other: _____			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Other: _____			<input type="checkbox"/> Yes <input type="checkbox"/> No		
-----------------	--	--	--	--	--

Landlord / Agent Signature: \_\_\_\_\_

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

Tenant No. 1 Signature: \_\_\_\_\_

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

Tenant No. 2 Signature (if applicable): \_\_\_\_\_

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

## ADDENDUM C

### SECURITY DEPOSIT DISCLOSURE

#### Florida Statutes §83.49 — Required for landlords of 5 or more dwelling units

Premises Address and Unit: \_\_\_\_\_

#### DEPOSIT HOLDING INFORMATION (§83.49(2)):

**C.1 Holding Method.** The Security Deposit of \$ \_\_\_\_\_ is being held as follows (check one):

- NON-INTEREST-BEARING ACCOUNT at: \_\_\_\_\_ (name of FL financial institution); Address: \_\_\_\_\_
- INTEREST-BEARING ACCOUNT at: \_\_\_\_\_ (name of FL financial institution); Annual interest: \_\_\_\_\_
- SURETY BOND posted with the Clerk of the Circuit Court of \_\_\_\_\_ County, Florida. Bond amount: \$ \_\_\_\_\_

#### REQUIRED STATUTORY NOTICE — Fla. Stat. §83.49(3) — VERBATIM (Updated 2025)

YOUR RENTAL AGREEMENT REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT.

THE LANDLORD MUST PROVIDE YOU WRITTEN NOTICE IN PERSON, BY MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA STATUTES, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF THE LANDLORD FAILS TO TIMELY PROVIDE YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

TENANT ACKNOWLEDGMENT: By signing below, Tenant(s) acknowledge receipt of this Security Deposit Disclosure and the above statutory notice.

Landlord / Agent Signature: \_\_\_\_\_

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

Tenant No. 1 Signature: \_\_\_\_\_

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

Tenant No. 2 Signature (if applicable): \_\_\_\_\_

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

---

## ADDENDUM E

### ELECTRONIC / EMAIL NOTICE OPT-IN ADDENDUM

#### Florida Statutes §83.505 — Created by House Bill 615, Effective July 1, 2025

---

This Addendum is OPTIONAL. It must be signed by both parties to permit delivery of required statutory notices by email. If this Addendum is not signed, all required notices must be delivered by personal delivery or certified mail.

Florida Statute §83.505 authorizes a landlord and tenant to agree to receive required notices by email. A notice delivered by email is deemed delivered at the time the email is sent, unless the email is returned as undeliverable. This Addendum covers notices required under Florida Statutes §§83.49, 83.50, 83.51, 83.56, and 83.575.

#### LANDLORD / AGENT EMAIL ELECTION:

I, \_\_\_\_\_, the landlord or the landlord's agent, agree to receive notices required by the rental agreement or under Part II of Chapter 83, Florida Statutes, from the tenant by e-mail. I designate the following e-mail address for receipt of notices from the tenant:

Landlord E-Mail Address for Notices: \_\_\_\_\_

I may revoke my agreement to receive notices by e-mail by providing written notice to the tenant, which is effective upon delivery and does not affect the validity of any notice previously sent by e-mail. I may update my e-mail address at any time by providing written notice to the tenant specifying the new address, which takes effect upon delivery.

#### TENANT EMAIL ELECTION:

I, \_\_\_\_\_, the tenant, agree to receive notices required by the rental agreement or under Part II of Chapter 83, Florida Statutes, from the landlord by e-mail. I designate the following e-mail address for receipt of notices from the landlord:

Tenant No. 1 E-Mail Address for Notices: \_\_\_\_\_

Tenant No. 2 E-Mail Address (if applicable): \_\_\_\_\_

I may revoke my agreement to receive notices by e-mail by providing written notice to the landlord, which is effective upon delivery and does not affect the validity of any notice previously sent by e-mail.

---

Landlord / Agent Signature: \_\_\_\_\_

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

Tenant No. 1 Signature: \_\_\_\_\_

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

Tenant No. 2 Signature (if applicable): \_\_\_\_\_

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

*This Addendum E is optional. If signed, email delivery is effective for required statutory notices under Florida Statutes §§83.49, 83.50, 83.51, 83.56, and 83.575, effective July 1, 2025 per House Bill 615 / Fla. Stat. §83.505.*