

# Free Florida Room Rental Agreement

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This residential lease contract (hereby known as the "Lease Agreement") dated \_\_\_\_\_, is by and between \_\_\_\_\_ (the "Landlord") and \_\_\_\_\_ (the "Tenant").

The Landlord and Tenant (collectively known as the "Parties") agree as follows:

## 1. Lease Description

The Landlord shall rent the room at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Property"), to the Tenant.

## 2. Occupants

The Tenant shall use the Property for single-family use only. As such, no other than the Tenant's immediate family members are the only ones to allowed to live in the Property. A written consent by the Landlord shall be required if in case there shall be more occupants other than the Tenant's immediate family members to live in the property.

## 3. Term of the Agreement

The Tenant shall live in the Property;

\_\_\_ for the period set forth in the Rental Agreement with the landlord, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

\_\_\_ on a month-to month basis.

## 4. Rent Amount

The rent shall be paid on a \_\_\_\_\_ basis for an amount of \_\_\_\_\_ (the "Rent"). Other amounts may be included as rental arrears which may not be indicated in this Agreement shall constitute to be included as rent payment.

The Tenants understand that they are jointly and severally liable for the full amount of the rent, which means that each Tenant is responsible to the Landlord for the full amount of the Apartment's rent if the other Tenants fail to pay their share.

## 5. Rent Payment

The Rent shall be paid on or before the \_\_\_\_\_ of every \_\_\_\_\_ of the Term to the Landlord using the following methods:

1. Cash;
2. Check; or
3. Any other means which the Landlord may elect or recommend.

The Landlord may increase the Rent for the Property upon at least 30-days prior notice as required by the laws of the State, unless the Parties specify a different notice period.

## 6. Security Deposit

The Tenant shall pay a 1-month rent equivalent amount to the Landlord as security deposit (the "Deposit") upon execution of this Lease Agreement.

Deposits are not considered in anyway as payment for rent and shall not be used by the Tenant to pay rent.

The Landlord shall return any remaining Deposit to the Tenant at the end of this Agreement within the period of \_\_\_\_\_ days. Any delay in the return of the retun deposit not caused by the Landlord shall not bear any liability upon the latter.

The Landlord shall make deductions from the Deposit for any of the following:

1. Financial losses by the Landlord as a result of the breach of this Lease Agreement;
2. Tenant defaults on rent payment;
3. Negligent cause of damage in excess of normal wear and tear, such as those mentioned in the "Damage to Property" clause.

## 7. Damage to Property

The Tenant is responsible for any damage by the Tenant or visitors due to improper or excessive use of the property such as walls, toilet and sink, doors, windows, mirrors or light fixtures, burns, stains, carpet damage, including damage caused by pets, among others.

In such case, the Landlord shall invoice the tenant and/or make deductions from the Deposit for the cost of the damage. The Tenant shall pay the invoice promptly or replenish the deducted amount from the Deposit.

## 8. Furniture

The Property shall have the following furniture and fixtures available for Tenant's use:

The Tenant shall be responsible in maintaining the furnishings in the best possible condition as how it was provided. However, the Landlord likewise understands that the said furnishings provided shall go through the normal wear and tear to the continued use of the said furnishings.

## 9. Guests

Guest(s) may be allowed to stay in the property rented by the Tenant. However, should the guest stay longer than one week, a prior written permission by the Landlord shall be required.

## 10. Pets

Pets are allowed in the property provided that the Landlord has been consented with written approval.

## 11. Parking Space

Vehicle parking is available at the designated parking area in front of the Property.

## 12. Smoking

The Tenant's family, employees, visitors, guests and occupants (collectively, the "Tenant's Visitors") and the Tenant may smoke on the Property; however the Tenant is responsible for all damage caused by any smoking.

### **13. Property Improvements**

The Tenant shall acquire a prior written consent from the Landlord that might affect the Landlord's original setup before proceeding on the improvements intended or planned by the Tenant.

### **14. Untenantable Damage**

If any part of the Property is damaged and unfit for occupancy which damage is not due to negligence or willful act of the Tenant or Tenant's Visitors, the Landlord will promptly repair that damage and the Tenant will receive an abatement of Rent while the Property is untenantable.

If any part of the Property is damaged not caused by the Tenant or that of the Tenant's Visitors and the Landlord decides not to rebuild or repair the Property, the Tenant may terminate this Agreement by giving proper notice.

### **15. Abandonment**

The Tenant will be considered to have abandoned the Property in case the Tenant fails to use the Property for at least 30 consecutive days without consent or knowledge of the Landlord.

### **16. Abandoned Property**

Should the Tenant abandon the Property, any personal property found in the premises to have been owned by the Tenant shall be considered to have been abandoned the same, and the Landlord may dispose of all such personal property in any manner that the Landlord considers appropriate without any liability to the Tenant.

## 16. Repairs by Landlord

The Landlord shall repair all damage to structural parts of the Property that will cost more than \$\_\_\_\_\_ per incident and was not caused by the Tenant or the Tenant's Visitors.

## 17. Tenant's Maintenance

The Tenant shall, at its sole expense, maintain the Property and its fixtures in good and tenable condition.

## 18. Termination of Lease

The Tenant shall leave the Property in the best condition possible, as good as it was at the start of this Lease subject to reasonable use and wear and tear, upon termination of this Lease Agreement.

## 19. Notices to Landlord

The Tenant may contact or serve the Landlord written notices at \_\_\_\_\_  
\_\_\_\_\_, Florida \_\_\_\_\_.

## 20. Miscellaneous

### Legal Fees:

Should any dispute arise to legal proceeding as to any matters relating to this Lease Agreement, the aggrieved party shall be paid damages, other than the actual cost of damages such as, but not limited to Attorney's fees.

### Governing Law:

The laws of the State of California govern all matters arising out of this Lease and the courts of the State of California have exclusive jurisdiction over those matters.

### Incorporated by Act:

Should the Law require certain provisions to this Agreement which, however, is not found in this Lease Agreement, the missing provisions are deemed incorporated into this Lease Agreement.

### Severability:

Should there be conflict between any provision of this Lease Agreement and the applicable laws of the State of California (the "Law"), the provision shall be held invalid and the remaining provisions in compliance with the Law shall prevail.

### Assignment:

The Tenant shall not assign this Lease. The Tenant shall not sublet any part of the Property or grant any concession or license to use any part of the Property.

### Modifications:

Should the parties agree to any amendment or modification of this Lease Agreement, the said amendment or modification shall be made in writing and signed by the Parties, or their authorized representative.

### Currency:

The currency set forth and all monetary amounts referred to herein this Lease Agreement are in the United States Dollar.



#### Non-Waiver:

The failure of the Landlord to insist upon the strict compliance of the performance of any of the terms, conditions, and covenants hereof shall not be deemed as relinquishment or waiver of any rights or remedy that the Landlord may have, nor shall it be construed as waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained. No waiver shall have been deemed waived by the parties unless expressed in writing and duly signed by the waiving party.

#### Joint and Several Liability:

Should there be more than one party undersigned for the Tenant in this Lease Agreement and that the Tenant(s) result to failure on the performance of their duties found herein, the Landlord may elect to recover from any of the Tenants undersigned for any loss or damages due to the Tenant's act or omission, and the Landlord may bring one or more separate actions against any one or more individual Tenant regarding any such liability.

#### Entire Agreement:

Except as provided in this Lease Agreement, all herein constitutes the consented and agreed covenants and provisions by the parties. Any prior understanding or representation not set forth herein shall not bind either of the Parties.

#### Indemnification:

To the maximum extent permitted by applicable law, the Tenant shall indemnify the Landlord from all liabilities or proceedings that the Landlord becomes liable for due to the breach of any provision of this Lease, or any other action, by the Tenant or the Tenant's Visitors. Such indemnification survives the termination of this Lease.

The parties herein agree and sign this Lease agreement on \_\_\_\_\_.

**Landlord**

**Tenant**

\_\_\_\_\_

\_\_\_\_\_





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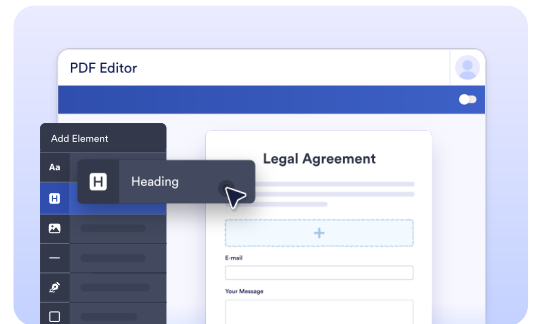
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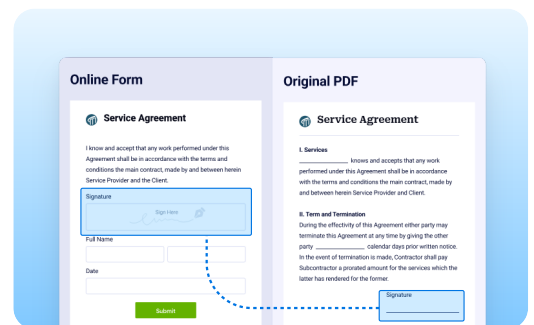
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