
**Single Family Home
Rental/Lease Agreement**

This is a Lease entered into this ____ day of _____, 20__ , between **Berkshire Management Group, LLC.**, (herein called "LESSOR"), whose address is **3020 South Florida Avenue, Suite 321-B, Lakeland, FL 33803**, and _____ (herein called "LESSEE"), whose address is _____.

1. LESSOR hereby leases to LESSEE, upon the terms stated below the dwelling located at _____.
2. The lease shall begin on _____, 20__, and shall extend for a period of **12 months**. The lease shall automatically terminate upon the expiration on _____, 20__. Prior to lease expiration date, Lessee will receive a lease renewal package to execute. If Lessee does not return an executed lease to Lessor by the lease expiration date, Lessee will be charged a **\$ 50.00** Month-to-Month lease fee until an executed lease has been received by Lessor.
3. LESSEE shall pay, as rent hereunder, **\$ ____.**00 per month, beginning on _____, 20__, and payable in advance on or before the 1st of each month. LESSOR acknowledges receipt from LESSEE of **\$ ____.**00 upon the execution of the agreement as rent for the first month of the lease. A **prorated** rent amount of **\$ ____.**00 will be due the second month of this lease. If LESSEE has not paid the rent within five (5) days after the due date, LESSOR may either (a) declare this lease in default and proceed with its appropriate remedies under Chapter 83 of Florida Statutes, or (b) charge a late charge for the rental month of \$75.00 on the 6th and \$5/day thereafter until the rent is paid in full. A service charge of \$30.00 will be assessed for the handling of any returned checks. If the Tenant has defaulted on Lease payment, LESSOR reserves the right to refuse Tenant's personal check and Tenant hereby agrees to pay all amounts due in cash or certified checks.
4. LESSEE is aware said rental property may be listed for sale. Should property sell during rental agreement term, upon 60 days written notice from LESSOR to LESSEE, LESSEE agrees to vacate same on a timely basis. Any and all advance money paid to LESSOR by LESSEE shall be refunded.
5. LESSOR has provided a working Smoke Detector in said rental unit. It shall be the responsibility of the LESSEE to notify LESSOR immediately should the Smoke Detector not be operating. LESSEE shall be responsible to check and change the battery on a regular basis if said Detector is battery operated.
6. LESSEE shall use the dwelling as living quarters for the residence of named LESSEES, being ___ adult(s) and ___ child(ren), and for no other purpose whatsoever, and to pay the LESSOR the sum of **\$ 100.00** monthly for each other person who shall occupy the dwelling with said LESSEE.
7. LESSEE shall pay a security and damages deposit of **\$ ____.**00, paid when original lease signed, said deposit to be refunded upon vacating, if there is no damage beyond ordinary wear and depreciation, and all rent and other charges are paid in full and all terms of attached Security Deposit Agreement are complied with.
8. LESSEE shall pay all court costs and reasonable attorney's fees incurred by LESSOR in enforcing by legal action or otherwise any of LESSOR'S rights under this agreement or under any law of this State.
9. LESSEE agrees not to sublet said dwelling or any part thereof, nor to keep any dog, cat or other animal or pet, not to use any part of said dwelling for any unlawful or immoral purpose, nor play musical instruments or radio, tape, records or television loud enough to disturb neighbors, nor violate any regulations of the Board of Health, City or County ordinances, or State Laws of whatever nature. No outdoor clotheslines shall be permitted.
10. LESSOR may enter said dwelling at any reasonable time to inspect, repair and maintain same, or to show the property to any prospective buyers, or loan or insurance agent, and in case either party has given notice of termination of this tenancy, to show the premises to any prospective tenant.

11. All rights given to LESSOR by this agreement shall be cumulative and in addition to any other rights given by the laws of the State, and the exercise by LESSOR of any right shall not operate as a waiver of any other rights. No statement or promise of the LESSOR or LESSOR'S agents or employees with reference to altering the terms of this agreement or as to any repairs or improvements of the premises, and no waiver of any rights of LESSOR given by this agreement or by law shall be binding unless specifically endorsed hereon in writing.
12. The one signing this agreement for LESSEES agrees and warrants that he or she has authority to sign for all other LESSEES.
13. If LESSEE fails to pay any rent when due, or if LESSEE otherwise materially defaults in the performance of Lessee's obligations, LESSOR may (a) resume possession of the property and recover immediately from LESSEE the unpaid rent less a fair rental value of the property for the remainder of the lease period, reduced to present worth, (b) resume possession of the property and recover for LESSEE, at the end of the lease period, or at the time each rental payment becomes due, as LESSOR may choose, the unpaid rent less the net rent, if any received by LESSOR from releasing or renting, or (c) recover immediately the entire amount of rent due under the lease, past and future, so long as LESSOR, after accelerating the lease payment, accounts to Tenant for the net rent, if any, received by LESSOR from re-leasing or renting during the remainder of the lease term, provided that LESSOR shall only account to LESSEE for an amount equal to the amount paid to Lessor because of the acceleration. In any event, LESSOR shall also be entitled to recover from LESSEE any special damages suffered as a result of LESSEE'S default. These remedies are not in limitation of any other remedies allowed by law.
14. The acceptance by LESSOR of partial payments of rent due shall not, under any circumstances, constitute a waiver of any rights of LESSOR at law or under this agreement, nor affect any notice or legal proceedings in unlawful detainer therefore given or commenced.
15. If LESSEES should abandon the premises, LESSOR may, if desired, take immediate possession thereof and exclude LESSEES therefrom: removing and storing at the expense of said LESSEES all property found contained therein.
16. Said dwelling and all of the furnishings and appliances therein are accepted as in good condition; provided, however, that if LESSEES shall find any thereof not in good condition, or that the inventory set forth below is incorrect in any particular, a written statement of any objections shall be delivered to LESSOR within three (3) days after taking possession; otherwise, it will be conclusively presumed that said inventory is correct in all particulars, and LESSEES agree not to permit the premises, including woodwork, floors, and walls or any furnishings, fixtures, or appliances contained therein to be damaged or depreciated in any manner, and to pay for any loss, breakage, or damage thereto, LESSEES specifically agree that no tacks, nails, or screws will be driven in to the walls or woodwork. LESSEES also are responsible for, and agree to pay for any damages done by wind or rain caused by leaving windows open, and by overflow of water or stoppage of water pipes; breakage of glass damage to screens, or deterioration of lawns and landscaping as a result of their neglect or abuse.
17. The LESSOR shall have the lien granted by law upon all furniture and other property of LESSEES for their rent, accommodations and services, and the LESSEES hereby grant to LESSOR a lien upon all personal property brought into said premises and LESSOR may enforce said lien as provided by law or be entering said premises and either taking possession thereof and the belongings contained therein for safekeeping, at the expense of the LESSEES. Said lien may be enforced whenever rent is due and unpaid and enforcement of the lien shall not operate to waive any other rights of the LESSOR in unlawful detainer or otherwise. If rent is still due and unpaid thirty (30) days after the enforcement of said lien, then the LESSOR may sell any or all personal property taken possession of as herein provided, and may apply any Monies received against the unpaid rent, and against any storage charges and any other costs and fees as designated in paragraph 6, provided that any Monies received in excess of the total amounts due shall be turned over to the LESSEES.
18. If LESSEES should remove from said premises any furniture without the agreement of the LESSOR, said removal shall constitute at the option of the Lessor an abandonment and surrender of the premises, and the LESSOR may take immediate possession thereof, and exclude LESSEES therefrom, removing and storing at the expense of said LESSEES all remaining property found therein.
19. This lease gives no rights of storage, and the LESSOR shall not be liable for any loss of property by fire, theft, burglary, or otherwise from said premises or building, nor for any accidental damage to persons or property in or about the leased/rented premises or building resulting from electrical wiring, or water, rain, or windstorm which may come into or flow from any part of said premises or building, or from the pipes, plumbing, gas sprinklers, or any electrical connections thereof, or any other caused by

negligence of LESSEES hereby covenant and agree to make no claim for any such loss or damage. It is highly recommended that LESSEE obtains renters insurance to protect their personal property.

20. All garbage and rubbish must be disposed of in accordance with local ordinances and codes at LESSEE'S expense.
21. LESSEES will be responsible for payment of all utilities, telephone, electricity, gas or any other bills, which may incur while occupying said premises, including Pest Control.
22. LESSEE will remove all rubbish and garbage, and will clean the premises, and will insure that all appliances, electrical and plumbing systems are in good working order prior to vacating the premises, and to return all keys to the LESSOR prior to midnight on the final day of occupancy.
23. LESSEE shall change or clean the air conditioner filter at lease once every month during the lease term. Failure to do so shall entitle LESSOR to change LESSEE with the cost of repair or replacement caused by LESSEE'S failure to clean or change the filters.
24. Security and damage deposits, and any other deposits made by LESSEES, will be deposited in a non-interest bearing account for the LESSEE'S benefit. Release of these deposits is subject to the following provisions and outlined in the Security Deposit Agreement:
 - a) LESSOR has received formal written notice of intent to vacate a full 30 days prior to said vacating.
 - b) No damage to property beyond normal wear and tear is evident.
 - c) The entire dwelling including range, refrigerator, bathroom, closets, and cupboards are clean: and the refrigerator is defrosted.
 - d) No unpaid late charges, pet charges, extra visitor charges or delinquent rents remain outstanding.
 - e) All keys and remotes are returned.
 - f) All debris, rubbish, and garbage are placed in appropriate cans.
 - g) LESSEE'S forwarding address has been left with LESSOR.

Once all these conditions have been met to the satisfaction of the LESSOR, and any costs of labor and materials for cleaning and repairs have been deducted along with late charges for late rents received after due dates and other charges shown in 24 (d) above, the remaining amount of the balance of deposits will be returned by check addressed jointly to all persons who sign this agreement. Upon vacating of the premises for termination of the lease, the LESSOR shall have fifteen (15) days to return said security deposit together with interest, if any, or in which to give the LESSEE written notice by certified mail to the LESSEE'S last known mailing address of his intention to impose a claim thereon. The notice shall contain a statement in substantially the following form:

This is notice of my intention to impose claim for damages in the amount of \$ _____ upon your security deposit. It is sent to you as required by Section 83.49 (3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from you security deposit within fifteen (15) days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objections must be sent to Berkshire Management Group, LLC, 3020 S Florida Ave, Ste. 321-B, Lakeland, FL 33803.

If the LESSOR fails to give the required notice within the 15-day period, he forfeits his right to impose claim upon the security deposit.

25. Key and Garage Remote Policy: LESSEE hereby acknowledges receipt of keys to said leased premises as identified on Move-In/Move-Out Inspection Sheet. If all keys are not returned upon termination of the Lease Agreement, LESSEE shall pay LESSOR \$50.00 and immediately have locks changed accordingly. Garage remotes must also be returned the same time keys to the rental unit are returned. \$40.00 will be charged to LESSEE for each garage remote not returned.
26. LESSEE is aware LESSOR has, at his expense, installed an irrigation system and landscaping around said leased premises. It shall be the responsibility of LESSEE to keep shrubbery and grass watered on a regular basis. Water charges for the water used will be billed to the LESSEE.

LAWN CARE OPTIONS

27. _____ A. The above named tenant(s) elect Landlord to maintain the lawn and landscaping for the above referenced property. Tenant will be assessed a monthly non-refundable lawn maintain fee of \$ **120.00** above the base rent.

_____ B. Tenant(s) elects to maintain the lawn and landscaping for the above referenced property. Proper maintenance of lawn and landscaping includes: mowing, edging of curb and landscape beds, weeding of landscape beds, blow off/clean up of yard waste, and trimming of hedges as needed.

During the terms of the Rental Agreement, if at any time it is observed or reported that the lawn/landscaping is not being properly maintained by tenant(s), Landlord will post a 7-day Notice to Cure. If after the 7-days no corrective action has taken place, Landlord will correct lawn/landscaping violation and then bill tenant(s) accordingly. After 3rd violation, Landlord will default as the lawn care provider and bill tenant(s) \$ 65.00/ month above the base rent.

28. The words LESSOR and LESSEE as applied to this agreement when a fixed term lease has been agreed upon as shown above, may be construed to designate LANDLORD or TENANT where applicable in this agreement when it is used merely to formalize the terms under which no fixed term lease exists, but where this agreement is used will to specify conditions under which the aforementioned dwelling is being rented.

29. If Tenant for any reason needs to terminate this lease early, at a minimum Tenant is require to submit a 30-day Notice to Vacate to Landlord AND pay an early terminate fee equal to two (2) month's rent. Security deposit will be subject to refund pending an inspection of the rental and finding no damages to the premises.

ACCEPTED this ____ day of _____, 20__.

LESSEE/TENANT

LESSEE/TENANT

LESSOR/LANDLORD