

## Curri Properties Management Lease

THIS LEASE AGREEMENT between Curri Properties Management, hereinafter "Landlord/Manager", and \_\_\_\_\_, hereinafter "Tenant".

Landlord/Manager leases to the Tenant and the Tenant rents from the Landlord/Manager a residential dwelling located at \_\_\_\_\_, hereinafter "Premises". Witnessed that in consideration of rental below specified and then covenants and terms herein stipulated the parties agree to the following:

1. **TERM.** Rental of the Premises for a 12 month term beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at midnight.
2. **RENT.** A monthly rental payment amount of \_\_\_\_\_ per month shall be due on the 1<sup>st</sup> day of each month. If paid on or before the 3<sup>rd</sup> day of each month, there a discounted rent of \_\_\_\_\_ shall be due. First and last month rent installments to be paid upon the execution of this Lease. Tenant's monthly rent payment includes: Electricity: \_\_\_\_\_; Water: \_\_\_\_\_; Cable: \_\_\_\_\_ Pest Control: \_\_\_\_\_; HOA/Condominium Fees: \_\_\_\_\_.
3. **PRORATED RENT.** If the Tenant begins occupancy of the Premises on a date other than the 1<sup>st</sup> of the month the rental payment shall be: Daily Charge \$ \_\_\_\_\_ x \_\_\_\_\_ (# of days) = \_\_\_\_\_ Prorated Rent.
4. **SECURITY DEPOSIT.** On the execution of this Agreement, Tenant shall deposit with the Landlord/Manager the sum of \_\_\_\_\_, as security for any damages caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest and less any set off for damages to the Premises upon the termination of this agreement. Landlord/Manager agrees to hold, debit and disburse the security deposit monies as required by Florida Statutes 83.49.
5. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and \_\_\_\_\_, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for any other purpose. No other occupants shall be allowed other than guests of Tenant staying for a period of no more than 7 days. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this lease in good order, repair, and in a safe, clean and tenantable condition.
7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part hereof without the prior written consent of Landlord/Manager. An assignment, sub-letting or license without the prior written consent of Landlord/Manager or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord/Manager's option, terminate this Agreement.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord/Manager. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord/Manager and Tenant, be and become the property of Landlord/Manager and remain on the Premises at the expiration or earlier termination of this Agreement.
9. **NON-DELIVERY OF POSSESSION.** In the event Landlord/Manager cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord/Manager or its agents, then Landlord/Manager or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord/Manager or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord/Manager or its agents, then this Agreement and all rights hereunder shall terminate.
10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
12. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
  - (a) **Be responsible for any repairs and/or maintenance of the property costing under \$100.** Including, but not limited to, items such as air conditioning drain clogs, filter replacement, plumbing issues, pest control, as well as other repair and maintenance issues;
  - (b) Not cause or permit any locks or hooks to be placed upon any door or window or change the current ones without the prior written consent of Landlord/Manager;
  - (c) **Keep all air conditioning filters clean and free from dirt and replace such filters every 30 days; and pour ¼ cup of bleach/liquid drano down all A/C drain lines every 30 days**
  - (d) And keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.
13. **REPAIRS.** All repair requests to Landlord/Manager shall be made to the following: **Phone 321-622- 3257 or [propertymanagement@curriproperties.com](mailto:propertymanagement@curriproperties.com).**
14. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord/Manager and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord/Manager refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord/Manager shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord/Manager exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord/Manager as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
15. **INSPECTION OF PREMISES.** Landlord/Manager and their agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, maintenance, additions or alterations as may be deemed appropriate by Landlord/Manager for the preservation of the Premises or the building.
16. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord/Manager, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
17. **TENANT'S HOLD-OVER.** If Tenant remains in possession of the Premises with the consent of Landlord/Manager after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord/Manager and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall modified to be \_\_\_\_\_ to be due as previously stated in section 1, Rent, of this Agreement.
18. **SURRENDER OF PREMISES.** Upon the expiration of the lease, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement. Tenant shall perform a "walk-through" of the Premises with the Landlord/Manager or their agent within 3 days of the lease expiration. Tenant shall patch/repair any holes/damages to walls and floors; floors are to be mopped and clean; carpet is to be steam cleaned by a professional service with a receipt of such service to be given to Landlord/Manager at the walk through; refrigerator wiped clean; and no personal items left on or in the property. If the property is not left in a clean and re-rentable condition, the cost of cleaning the Premises, with a minimum deduction of \$150, shall be deducted from the security deposit. All keys, remote controls and other items, as specified in Exhibit A, will be returned in good working order. If such items, as specified in Exhibit A, are not returned in good working order, the cost to replace same shall be the Tenant's responsibility.

19. **ANIMALS/PETS.** Tenant is not entitled to keep domestic dogs, cats or birds or any other pets, except by written agreement of the Landlord/Manager. Such animals MUST be approved BEFORE they reside in the property, and if approved they will be subject to an additional Pet Deposit of \$250 per pet.

The Landlord/Management agree to allow the following specific pets during the term of this lease:

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20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully & quietly have, hold & enjoy said Premises for the term hereof.
21. **INDEMNIFICATION.** Landlord/Manager shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord/Manager harmless from any and all claims or assertions of every kind and nature.
22. **RENTERS INSURANCE.** It is the Tenant's responsibility to secure appropriate Renter's Insurance and the Landlord/Manager shall not be liable for any damages, losses or injuries as per section 20 above.
23. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord/Manager, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord/Manager specifying the non-compliance and indicating the intention of Landlord/Manager to terminate the Lease by reason thereof, Landlord/Manager may terminate this Agreement.
24. **FAILURE TO PAY RENT.** If Tenant fails to pay rent when due and the default continues until the 10<sup>th</sup> of the month, Landlord/Manager may, at Landlord/Manager's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord/Manager at law or in equity including eviction or may immediately terminate this Agreement.
25. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord/Manager may obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord/Manager may, as agent for Tenant, relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord/Manager's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord/Manager by means of such reletting. If Landlord/Manager's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord/Manager shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case any personal property on the Premises shall be disposed of as the Landlord/Manager shall deem proper and is hereby relieved of all liability for doing so.
26. **ATTORNEYS' FEES.** Should it become necessary for Landlord/Manager to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
27. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord/Manager's option, terminate immediately and Landlord/Manager shall be entitled to all rights and remedies that it has at law or in equity.
28. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.
29. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
30. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
31. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord/Manager or Tenant.

- 32. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord/Manager under this Agreement shall affect Tenant's duties and liabilities hereunder.
- 33. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 34. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested. Landlord/Manager and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

If to Landlord/Manger: **Curri Properties, 2893 N. Harbor City Blvd., Melbourne, FL 32935**

If to Tenant: \_\_\_\_\_

**ADDITIONAL PROVISIONS; DISCLOSURES.**

As required by law, Landlord makes the following disclosure:

- 1. **LEAD-BASED PAINT.** \_\_\_ Check and complete if the dwelling was built before January 1, 1978.  
**Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord/Manager must disclose the presence of known lead based paint and/or lead-based paint hazards in the dwelling. Tenant acknowledges they have received a federally approved pamphlet from the Landlord/Manager.
- 2. **"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.

Signed on this \_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
 LANDLORD/MANAGER                      TENANT                      TENANT

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

**EXHIBIT A  
 Items Provided to Tenant at Check-In**

Please note number provided in the appropriate space:  
 House Keys \_\_\_\_\_ Gate Openers \_\_\_\_\_ Garage Door Opens \_\_\_\_\_ Community Area Keys \_\_\_\_\_

Appliances included with the Premises (circle): Refrigerator / Dishwasher / Built-In Microwave / Washer / Dryer  
 Window Unit Air Conditions (number of units) \_\_\_\_\_ Additional Items: \_\_\_\_\_

**Items Received from Tenant at Check-Out/End of Lease**

Please note number provided in the appropriate space:  
 House Keys \_\_\_\_\_ Gate Openers \_\_\_\_\_ Garage Door Opens \_\_\_\_\_ Community Area Keys \_\_\_\_\_

Appliances included with the Premises (circle): Refrigerator / Dishwasher / Built-In Microwave / Washer / Dryer  
 Window Unit Air Conditions (number of units) \_\_\_\_\_ Additional Items: \_\_\_\_\_

**If property being rented FURNISHED, then refer to Exhibit B**