



BRIO PROPERTIES LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, between Brio Management, LLC dba Brio Properties (as Owner or Agent of Owner) herein referred to as "Owner" and _____, _____, and _____, jointly and severally, herein referred to as "Resident".

WITNESSETH: The Owner being the Owner of the land and improvements at _____, Winter Park, Florida (hereafter referred to as "the Premises"), agrees to let unto Resident, the Premises, upon the following terms and conditions:

1. **TERM:** The term of this Agreement shall be for a period of twelve months and no days commencing on the _____ of _____ and expiring on the _____ of _____. In the event the Resident is granted access to the Premises earlier than the commencement date, all provisions of the lease shall prevail.
2. **RENT:** The Resident agrees to pay to the Owner, in the manner determined by the Owner, a total rent of \$_____, payable in equal monthly installments of \$_____, which shall be due and payable on the first day of each month in advance without notice or demand. The first payment shall be due and paid upon execution of this Lease.

If this Lease begins or ends on a day other than the first of the month, that month's rent shall be pro-rated on a thirty-day month basis. If there are any sales taxes applicable to this lease, now or in the future, said sales taxes shall be payable by Resident in addition to the monthly rent.

Resident also agrees to pay a Late Fee each time any monthly rent installment is not received in full on or before the close of business of the third day of the month in which the installment is due. The Late Fee shall be composed of two parts:

- A. The base fee of \$75.00, which will increase by \$25.00 each time the monthly installment is not received on time, and
- B. A daily fee of \$5.00 per day thereafter until said payment and Late Fees are paid in full. Any Late Fees and insufficient funds shall be classified as additional rent.

If a payment has been returned by the bank for any reason a charge of \$50.00 will be assessed and payable with the rental payment. Any payment returned must be replaced in the manner determined by the Owner. Late fees will be charged until such funds are received. If more than two payments are returned in any twelve-month period, Owner may require all future payments to be in the form of a cashier's check or money order.

3. **UTILITIES AND SERVICES:** Owner will provide appliances consisting of a refrigerator, range/oven and dishwasher. If noted on signature page, Owner will also provide a washer and dryer. Resident will pay for all utilities including, but not limited to, water, sewer, trash removal, telephone, electric, and cable service.
4. **SECURITY DEPOSIT:** Upon execution of this Lease, the Resident hereby agrees to deposit the sum of \$_____ (\$_____ + \$_____ pet deposit) with the Owner as security for the performance of the Lease. In the event of a breach of the Lease Terms and Conditions, the Owner may retain the Security Deposit. The Security Deposit shall not at any time be considered rent, and as such, cannot be used as the last payment under the Lease.

PLEASE READ CAREFULLY

If the Resident vacates the Premises before the full term of the Rental Agreement has expired, without complying with the terms and conditions of Florida Statute 83.49, the entire Security Deposit will be withheld. If any of the Security Deposit is to be deducted, the Owner will comply with Florida Statute 83.49 as follows:

YOUR LEASE 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 MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. 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 WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, 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.

The court shall advance the cause on the calendar. INITIALS _____.

Owner declares and gives notice that all monies taken as Security Deposits are not commingled with other funds of the Owner, but are maintained in a separate account. Accordingly all Security Deposits will NOT accrue interest.

Upon vacating the Premises and all of the conditions set forth in this paragraph being complied with, the refundable portion of the Security Deposit will be returned.

- A. All Security Deposits held by Owner are deposited in an escrow banking account at Chase Bank at 1870 Aloma Avenue, Winter Park, FL 32789.
 - B. The return of the Security Deposit is conditioned upon the following:
 - a. Full term of Rental Agreement has expired and all provisions are complied with.
 - b. **Written notice of the Resident's intent to vacate the Premises and not to renew the Rental Agreement is received by the Owner a full sixty (60) days prior to expiration of the Lease term.**
 - c. No damage to Premises, or its contents, beyond normal wear and tear.
 - d. Entire Premises, including range, refrigerator, bathroom, closets, and cabinets are clean, all debris and trash removed and placed in proper containers, the carpet vacuumed, and all hard surfaced floors cleaned.
 - e. **Carpets must be professionally cleaned and proof of cleaning is required.**
 - f. No unpaid late charges, maintenance charges or delinquent rents due and payable.
 - g. Forwarding address and all keys left with Owner.
 - C. If all the above conditions are not complied with, the Security Deposit shall be retained by the Owner, and a claim will be imposed to cover the cost of any rent due plus labor and materials for cleaning, repairs, and replacements, along with any loss of rental due to time required to clean, repair and/or replace.
 - D. All Security Deposits will be sent to the Resident's forwarding address within 15 days of receipt of the Premises by the Owner for the Resident unless the Owner decides to impose a claim on said Security Deposit. The refund check will be made payable to the Resident as shown above.
5. INABILITY TO DELIVER POSSESSION: If Owner is unable to deliver possession to the Resident by reason of the holding over of a previous occupancy or by reason beyond the control of the Owner, the Owner shall not be liable for damages, and all rights and remedies of both parties shall be suspended.
6. POSSESSION: Only two occupants shall be permitted per bedroom. If the Resident shall default in the payment of rent or if the Resident shall violate any of the covenants of the Lease Agreement, then the Owner shall have the right provided by law to enter into any action deemed necessary to immediately re-enter and re-take possession, recover damages for any expense incurred including reasonable attorney fees, interest and costs, retain the security deposit, and terminate the Lease Agreement with all future rents due and payable.

7. **USE OF PREMISES:** The Resident shall not use the Premises for any purpose other than a private residential dwelling. The Resident and its' guests further agree not to use or permit use of the Premises for any illegal or immoral purpose, nor permit any disturbing noises that will interfere with the rights, comforts, or conveniences of other neighbors. Additionally, Resident is not permitted to use any part of the Premises to display any signs of "hate speech" that would annoy anyone in such a manner that the Premises could attract the attention of protestors, or that Owner, neighbors, or the City of Winter Park would object. There should be no more than 10 guests on the Premises at any time. Permission for additional guests should be made to Owner, which shall not be unreasonably withheld.
8. **NOTICE PERIOD REQUIREMENT:** During the sixty day notice period referred to in Article 4Bb. above, Owner shall be permitted to erect in the front of the property, near the curb, a "For Rent" sign with an information tube
9. **SURRENDER OF PREMISES:** Resident agrees to peaceably surrender the Premises to the Owner at the expiration or earlier termination of this Lease, promptly delivering all keys for the Premises with all debris and personal belongings removed. Resident agrees to surrender the Premises in a reasonable condition, notwithstanding ordinary wear and tear. In the event a Resident holds over and does not vacate the Premises after the expiration of the Lease Agreement, Owner may recover double rent, retain the security deposit and collect damages resulting from the actions of Resident. The Lease Agreement will not automatically renew for similar terms unless agreed to in writing by both parties.
10. **RADON GAS:** Radon gas 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 public health unit.
11. **AIR CONDITIONING/HEATING:** The Resident agrees to replace the heating / air conditioning filters every thirty (30) days. Filters will be provided by Owner. Costs of service calls resulting from clogged, dirty, or irregularly changed filters will be the responsibility of the Resident.
12. **INSPECTION OF PREMISES:** At reasonable times, the Owner or a duly authorized agent shall have the right, but not the obligation to take action to protect the Premises during an emergency. The Owner shall also have the right to inspect, show, and make repairs, alterations, and additions to the Premises as provided under state law.
13. **ASSIGNMENT OR SUBLETTING:** Resident agrees that he/she shall not allow any person(s) to share the Premises unless the person has executed a Lease Agreement or is a minor. In addition, the Resident agrees not to pledge or sublet the Premises without written consent of the Owner.
14. **PETS:** No pets or animals of any kind will be permitted on the Premises without written permission of the Owner, with the exception of service animals evidenced by proper documentation.
15. **INSURANCE:** Any property belonging to the Resident which shall be brought or stored upon the Premises shall be at the risk of the Resident. **RESIDENT IS REQUIRED TO OBTAIN INSURANCE and ADD OWNER AS AN INTERESTED PARTY** to protect their belongings and to indemnify Owner and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by Resident of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Resident or its invitees. In case Owner shall, without fault on its part, be made a party to any litigation commenced by or against Resident, then Resident shall protect and hold Owner harmless and shall pay all costs, expenses and attorney's fees incurred or paid by Owner in connection with such litigation.
16. **MAINTENANCE:** Owner agrees to maintain the Premises in accordance with applicable building codes. Further, the Owner agrees to keep in good repair the major appliances. Notwithstanding the above, the Owner is not responsible for conditions created or caused by the acts of the Resident or his/her guests. Rent will not be abated during a period of malfunction.

Resident agrees to comply with all applicable housing and health codes. Resident agrees to operate in a reasonable manner, all electrical, plumbing, sanitary, heating, A/C equipment, and appliances and refrain from painting or placing signs on or about the Premises without written consent of the Owner. Resident will promptly pay for the replacement of window fixtures, carpet, and other costs damaged by the Resident within ten (10) days after replacement and repair. At their own discretion, Resident may contract and pay for alarm monitoring and maintenance, if applicable.

Resident shall be solely responsible for extermination of rats, mice, roaches or any other pests. Resident agrees to be responsible for any minor repairs or maintenance not to exceed \$75.00 for each occurrence.

- A. Resident is responsible for:
 - a. Watering the lawn and plants twice each week unless limited by local ordinances
 - b. Keeping lawns and plants free of debris.
 - c. If applicable, using and assuring the sprinkler system is operating
 - d. Lawn service including fertilizing, cutting, maintaining lawn and plants. If lawn service is included, Resident is responsible for ensuring the landscape is being properly maintained.
- B. The lawn is required to be mowed once a week in the growing season and every other week in the dormant season. In the event Owner, in its sole discretion, determines the lawn and shrubbery are not being adequately maintained, Owner may, at the beginning of any month, upon not less than five (5) days notice, assume lawn and plant care obligations and the monthly rent shall increase by the cost Owner incurs by a third party to do said work, but no less than \$150.00.
- C. If applicable, Resident is required to maintain water level in pool, skimmer should always have water flowing into it, keep main drain clear of debris to prevent damage to pool equipment, and clean skimmer basket each week after lawn care. No glass is permitted in or around pool.

17. **CONDITION OF PREMISES:** Resident hereby stipulates that he/she has examined the Premises, and that it is in good order and repair, and in safe, clean condition. Any condition not conforming to this standard must be reported to the Owner in written form within (10) days after occupancy.

18. **PARKING:** Only passenger vehicles (cars, vans, and small trucks), with current tag and inspection stickers, may be parked on the Premises. No vehicle maintenance may be performed upon the grounds. Parking is not permitted on the lawn.

19. **SUBORDINATION & CONDEMNATION:** Resident agrees that the Lease Agreement is subordinate and subject to liens or mortgages placed on the Premises. In the event that the Premises are taken or condemned for public or quasipublic use, this Lease shall terminate.

20. **ENTIRE AGREEMENT:** Owner and Resident hereby agree that this Lease sets forth all the promises, agreements, and conditions between Owner and Resident relative to the Premises, and that there are no promises, agreements, or conditions, either oral or written, between them, other than is herein established, and any subsequent alterations to this Lease shall not be binding upon the Owner and the Resident unless reduced to writing and signed by them. If any section, subsection or phrase of this Lease is contrary to laws subsequently enacted during the term or renewal period, the validity of the remaining portions shall not be affected.

21. **HAZARDOUS USE:** Resident shall not allow any activity within the Premises that may be considered hazardous cause injury or in any way that will increase the insurance rate, including, but not limited to, allowing a trampoline to be used.

22. **NOTICE:** Any notices required by law or made pursuant to the Lease Agreement shall be mailed by Resident by certified mail to: 1317 Edgewater Dr., Suite 1919, Orlando, FL 32804, and to the Resident at the Premises, unless otherwise notified in writing.

23. **COSTS & FEES:** If the Resident fails to comply with the terms of this Lease Agreement, Resident shall be liable for costs and attorney fees plus interest at twelve per cent per annum. Should Owner engage a service to collect any monies owed to Owner by Resident, Resident shall also pay collection costs not to exceed fifty percent of the sum owed.

24. **BINDING EFFECT:** All covenants and conditions on this Lease shall be binding and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the parties bound by this agreement.

25. LIMITATION OF LIABILITY: Resident agrees that it shall look solely to the Owner's interest in the Premises for collection of any judgement (or other judicial process), requiring the payment of money by Owner with respect to any of the terms, covenants and conditions of this lease to be observed and/or performed by Owner. No other property or assets of Owner shall be subject to levy, execution, or other procedure for satisfaction of Resident's remedies, and there shall be absolutely no personal liability on the part of any individual members of Owner's family or its successors, whether partners, members or otherwise.

26. Resident hereby gives permission to Owner, at Owner's discretion, to allow:
[Resident's relation's name (named Resident's with relationship) phone number]

_____ (_____) _____,
_____ (_____) _____, or
_____ (_____) _____,
to enter the Premises in case of any serious illness or death

27. Resident ACKNOWLEDGES RECEIPT HEREWITH OF:

____ Entry key(s), and list of vacating charges.

INITIAL HERE if either of the following are applicable:

____ Resident ____ Resident ____ Owner Owner will provide a washer and dryer.

____ Resident ____ Resident ____ Owner Owner will provide lawn care service under Paragraph 16B.

____ Resident ____ Resident ____ Owner Owner will provide pool chemical service, if applicable.

28. Resident acknowledges that the City of Winter Park has adopted Ordinance 2760-09 which calls for civil penalties starting at \$1,000.00 in the event the property Owner is cited for an "illegal open house party" (as defined in the ordinance). Therefore, Resident agrees that in the event Owner is cited by the city under this ordinance; upon five (5) days notice from Owner, Resident shall provide an additional deposit in the amount of \$1,000.00, to be held pursuant to the terms of paragraph 4 of this lease. In the event of an additional citation, Owner shall have the right to terminate this Lease with three (3) days notice to Resident.

29. MOISTURE: Resident agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Premises. To prevent or minimize the occurrence and growth of mold in the Premises, Resident hereby agrees to the following:

- A. Remove any visible moisture accumulation in or on the Premises, including on walls, windows, floors, ceilings, and bathroom fixtures
- B. Mop up spills and thoroughly dry affected areas as soon as possible after occurrence,
- C. Use exhaust fans in kitchen when cooking and bathroom when bathing, and
- D. Keep climate and moisture in the Premises at reasonable levels.
- E. Resident shall clean and dust Premises regularly, and shall keep the Premises, particularly the kitchen and bathroom, clean and dry.
- F. Resident shall immediately report to Owner and/or its Agent the presence of any of the following conditions:
 - a. A water leak, excessive moisture, or standing water inside the Premises.
 - b. Mold or mildew growth in or on the Premises that persists after Resident has tried to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, Clorox, or a combination of water and bleach.
 - c. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Premises.

G. Resident further agrees that Resident shall be responsible for any damage to the Premises, Premises and/or to the person or property of Resident and anyone residing in the Premises with Resident for any time period, resulting from Resident's failure to comply with these terms. A default under these terms shall be deemed a material default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity. Resident understands and agrees that if mold is detected in the Premises, under certain circumstances, Resident will cooperate with Owner in any remediation and understands that parts of the Premises may be unavailable for use during this period, and that no rent abatement shall be given. Resident agrees to keep air conditioning thermostat at no more than 82 degrees Fahrenheit at all times.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

Resident: _____ Owner: _____

Resident: _____ By: _____

Resident: _____ Title: _____
Brio Properties, as agent

Witness: _____ Date: _____

Witness: _____ Date: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent’s Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor Date Lessor Date

Lessee Date Lessee Date

Agent Date Agent Date