



RESIDENTIAL LEASE

This agreement is made this ____ day of _____ to rent: _____

hereinafter described as "Property", by and between _____

hereinafter described as "Tenant", and the undersigned owner, fee simple owner or legally appointed representative of the property hereinafter described as "Owner", whose mailing address is:

Playa Realty & Management, LLC
PO Box 3211 Ponte Vedra Beach, FL 32004-3211

In consideration of the mutual promises contained herein, Tenant and Owner agree as follows:

TERM - Rental Payments are to begin on the ____ day of _____ and will end on the ____ day of _____. Tenant or Owner may terminate this Agreement at the end of the above stated term by providing the other party at least thirty (30) days written notice of intent to vacate prior to the termination date of this agreement. If Tenant or Owner fails to provide written notice of intent to vacate, this Agreement shall be subject to termination by either party by providing to the other party at least thirty (30) days written notice of intent to vacate prior to the first of the month.

RENT - is to be paid in monthly installments of (\$ _____) _____ dollars, payable in advance and without demand to Playa Realty & Management, LLC.

SECURITY DEPOSIT - Tenant agrees to pay a security deposit in the amount of (\$ _____) _____ dollars. The Security deposit will be held in a non interest bearing escrow account at IronStone Bank. **Security deposit cannot be used to pay for last month's rent.**

LATE PAYMENT AND RETURNED CHECKS - The rent shall become due and payable on the first (1st) day of the month. TIME IS OF THE ESSENCE in this agreement and if owner elects to accept rent after the third (3rd) day of the month, a late charge of \$75 PLUS \$5.00 PER DAY FOR EVERY DAY AFTER THE THIRD DAY. In the event Tenant's check is returned due to insufficient funds or any other reason Tenant agrees to pay owner's agent 5% of the check amount plus the late charge as stated earlier. Returned checks and all future rents must be reimbursed by either CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER.

PETS - Tenant shall not keep any animals or birds on said premises without the written consent of the owner or owner's agent. The unauthorized presence of any pet is clearly considered an absolute violation of this rental agreement and will subject Tenant to a One-Thousand Dollar pet fee penalty per pet and possible eviction. The following breeds and or mixed breeds are not allowed in the property - *German Shepherd, Akita, Chow, Rottweiler, Doberman, Great Dane, Pit Bull, American Bull Dog, Dalmatian, Presa Canarios, Alaskan Malamutes or Siberian Husky. Pet owners must provide a picture of their pets prior to application being accepted. Playa Realty & Management reserves the right to require a statement from a veterinarian validating the breed.*

Pet Authorized Yes ____ No ____; if yes describe pet(s) _____

Tenants authorized to have pets will pay owner a non-refundable fee of **\$200.00** per pet as consideration for allowing Tenant to keep pet on premises.

OCCUPANCY - The Tenant agrees that there shall not be more than _____ occupants living in this property, and such occupants shall consist of only the following persons.

NAME	RELATIONSHIP	AGE
_____	Tenant	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No part of said premises will be sublet, and this rental agreement will not be assigned or transferred in any way without prior written consent of the owner. If roommates are added or changed, an additional application will have to be completed. Tenant will bear cost of extra application change.

SWIMMING POOL - If applicable, Owner agrees that tenants may utilize the property's swimming pool. Tenants will be responsible for normal maintenance and repair of pool (normal wear and tear excluded) and will ensure it is in proper condition before taking occupancy. Tenant assumes full liability resulting from use of the pool and agrees to hold the owner's agents harmless from any and all claims resulting thereof.

ACCEPTANCE OF PROPERTY - Tenant has inspected said property before the execution of the Rental Agreement and agrees to accept property in its present condition. Tenant agrees to replace all light bulbs and to keep interior in good repair and clean condition. At the termination of this agreement the Tenant agrees to promptly surrender said premises to owner in the same condition as said property was at the time during the execution of this agreement. Only ordinary wear and tear or acts of God will be accepted.

REPAIRS AND MAINTENANCE - Tenant agrees to give owner prompt written notification of the need for any repairs to the property. In the event of damage by fire, water, acts of God, tenant shall notify owner or owner's agent immediately. Owner agrees to make any necessary repairs to the property within a reasonable time provided there is written and dated receipt of such notification. The Tenant will be responsible for any damage to the property beyond ordinary wear and tear such as damage to the heating and cooling system, the plumbing system, appliances, and fixtures. Tenant agrees to reimburse for the cost of such repairs. Owner or owner's agent shall not be responsible or liable for any damage or injuries to the Tenant, his family or guests, as a consequence of inoperative plumbing when stoppage is caused by Tenant. Tenant agrees to maintain the premises in a safe and clean manner and not to paint, wallpaper, remodel, or structurally alter the property in any manner without the written permission of the Owner or owner's agent.

If marked, the expense and responsibility of the following items is to be that of the Tenant

Telephone _____ Electric _____ Water _____ Sewer _____ Garbage Removal _____

Gas Utilities _____ Changing the Air Conditioning Filter at a Minimum Every Two Months _____

Extermination of any Pests Including Rats, Mice, Roaches, Fleas, and Ants _____

Mailbox Key/Lock Replacement _____ Light Bulb Replacement _____ Resetting breakers _____

Maintaining Yard which Includes Mowing and Edging Weekly, Trimming Shrubs & Small Trees, Watering the Lawn Twice Weekly or more as needed and legal _____

THE TERMINATION OF ANY UTILITY OR SERVICE OR THE FAILURE TO TRANSFER SAID UTILITY OR SERVICE IN TENANT'S NAME IS A MATERIAL NONCOMPLIANCE OF TENANT TO THIS RENTAL AGREEMENT.

Tenant will be responsible for professional cleaning of carpets at least once a year and upon vacating the Premises. Tenant must use a reputable licensed carpet cleaning company that will re-clean carpets a second time if necessary for no additional charge. If a pet has been kept on the premises, in addition to cleaning, a "pet neutralizing" process will have to be performed at tenant's expense. Upon vacating, paid receipt must be submitted to the owner or owner's agent. If upon vacating, carpets are not professionally cleaned to owner's satisfaction then expense of owner having to professionally clean or re-clean the carpets will be claimed against tenant deposit.

DAMAGE - The tenant agrees to accept responsibility for any damage to the property caused by the Tenant, the Tenant's family, or guests. Tenant also accepts the risk of damage to Tenant's property, which may be placed in the leased premises, including such property in storage areas, parking areas, or in any part of the property. The Tenant hereby waives any and all claims against the owner or owner's agent out of or in any way connected with any loss of liability or damage suffered by tenant as a result of any malfunction to the water, sewer, drain pipes, and Tenant further agrees that the owner shall not be responsible for any loss or damage suffered as a result of any failure from the air conditioning, refrigerator, utility services or temporary loss of the residential heating apparatus. Tenant is aware that Tenant's personal effects are not protected by insurance. Owner or Owner's agent will not be responsible for loss or damage of any of the Tenant's property no matter what the cause.

THE TENANT SHALL GIVE NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO THE END OF THE RENTAL TERM OF THEIR INTENT TO VACATE UPON THE EXPIRATION OF THIS RENTAL TERM OR MAY BE SUBJECT TO CLAIM AGAINST TENANT'S DEPOSIT. If Tenant fails to give written notice of intent to vacate, this agreement will automatically renew itself on a month to month basis under the same terms and conditions as stated in this rental agreement and shall be subject to termination by either party giving at least thirty (30) days written notice of intent to vacate. Agent may give tenant written notice prior to the end of the rental term that the term will not extend to a month-to-month tenancy. NOTICE MUST BE GIVEN BY THE FIRST OF THE MONTH PRIOR TO THE MONTH THAT EXPECTED VACANCY WOULD OCCUR. SECURITY MAY NOT BE USED AS PAYMENT FOR LAST MONTH'S RENT.

The property is to be used for residential purposes and can only be used by those persons named in this agreement. Said property shall be used so as to comply with all state, county, and municipal laws and ordinances. Furthermore, Tenant agrees to not use said property or permit the same to be used for any unlawful purpose or disorderly manner, so as to interfere with the neighbors' quiet enjoyment of their residences.

LIABILITY - Owner or owner's agent shall not be liable for personal injury to Tenant, Tenant's family, or guests, or for any loss to personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, or any other causes whatsoever. WE STRONGLY RECOMMEND THAT TENANT SECURE HIS OWN INSURANCE TO PROTECT HIMSELF AND HIS PERSONAL PROPERTY.

INDEMNIFICATION - Tenant hereby agrees to release Owner and owner's agent from liability and indemnify owner and owner's agent against all losses incurred as a result of (A) Tenants' failure to fulfill all conditions of this agreement (B) any damage or injury happening on or about the property to tenant, Tenant's invites, licensees, or such person's property, (C) Tenant's failure to comply with all requirements, imposed by any government authority, and (D) any judgment, lien, or other encumbrance filed against the property as a result of Tenant's action.

GUIDELINES. Personal Property: all walks, yards, drives and parking areas to be kept free and clear of all personal property such as toys, bicycles, buggies, motorcycles, and etcetera. Other than changing a tire, car repairs or dismantling is prohibited. Inoperative vehicles including those with flat tires cannot be parked on the premises. Oil and gas spills will be cleaned up at the Tenant's expense. Parking vehicles such as mobile homes, trucks, camper, boats, trailers, cars, etc. on the lawn is prohibited. Tenant agrees not to install additional locks without

the written consent of owner's agent. If consent is granted, Tenant agrees to give owner's agent duplicated keys for each lock the same day of installation.

LANDLORD'S ACCESS TO DWELLING UNIT - (1) The Tenant shall not unreasonably withhold consent to the owner or owner's agent to enter the dwelling from time to time in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply agreed mortgage tenants, workmen or contractors. (2) The owner or owner's agent may enter the dwelling unit at any time for the purpose of repair of the premises. "Reasonable Notice" for the purpose of repair is notice given at least 12 hours prior to the entry and reasonable time for the purpose of repair shall be between the hours of 7:30 am and 8:00 pm. The owner or owner's agent may enter the dwelling unit when necessary under any of the following circumstances (a) With the consent of the tenant, (b) In case of an emergency. (c) When the tenant unreasonably withholds consent or (d) if the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments.

SHOWING THE PREMISES - The tenant agrees to allow the agent to show the property to prospective tenants or purchases during the final ninety (90) days of tenancy and to allow owner's agent to display a "For Rent" or "For Sale" on the property. Should agent not be able to contact tenant, agent reserves right to enter premises for the purpose of showing property to prospects. Premises will be shown only at reasonable times and agent will make every reasonable effort to notify tenant prior to showing premises. Any prospective purchasers or tenants shall be accompanied by an agent at all times.

DEFAULT BY TENANT - Should tenant default in the payment of any installment of rent or compliance with any other provision of this agreement, owner may, terminate this agreement, demand payment of the remaining balance of all unpaid rents or monthly installments of the rental term and institute all remedies provided by the law to evict tenant.

VACATING PRIOR TO EXPIRATION - In the event tenant vacates said premises for whatsoever reason prior to the expiration of this agreement or any extension of same, with or without notice, the tenant agrees to pay rent when due and also agrees to pay the TENANT PLACEMENT FEE/CHARGE (50% of month's rent) and to maintain the grounds and pool in accordance with this rental agreement until the property is either re-rented sold or the expiration of this rental agreement, whichever comes first.

PERSONAL PROPERTY - BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY. It is further understood that Tenant will be charged for any personal property or trash that must be hauled away once tenant has abandoned or vacated the premises.

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.

OTHER STIPULATIONS - 1.) LATE FEES to be paid by Tenant will be considered additional rent, due and payable within three (3) days, though it may or may not be included on a three (3) day rent notice. 2.) Tenant must maintain utility services through the end of their lease and beyond if "move out inspection" occurs after lease expires. 3.) The keys to the rental property will be turned over to the owner's agent by the Tenant when the final inspection is done. 4.) Tenant shall report any and all infestation in the yards or house to owner's agent immediately. 5.) The Tenant shall take reasonable precautions to PROTECT THE PLUMBING IN THE EVENT OF FREEZING TEMPERATURES AND BE RESPONSIBLE FOR DAMAGES AS A RESULT OF FREEZING TEMPERATURES, INCLUDING PLUMBING REPAIRS NECESSITATED AS A RESULT OF TENANT NOT TAKING PROPER PRECAUTIONS. 5.) All communication between the owner and tenant will be done in writing through owner's agent.

SMOKE DAMAGE - Smoking in the residence is prohibited. Tenant agrees to be responsible for damage to carpet, paint, and other interior surfaces as a result of smoke odors and tar deposits due to smoking. Smoke and tar deposits may require carpet cleaning, painting, washing of walls, blinds, and deodorizing and neutralizing.

COURTESY ITEMS - Any appliance or item which will not be repaired or replaced when such appliance or item fails to perform or operate as intended will be considered a "Courtesy item". All courtesy items shall be declared here _____

OTHER STIPULATIONS -

WAIVER OF JURY TRIAL - All controversies and claims between Owner, Broker, and Tenant(s), directly or indirectly arising out of or relating to this agreement or this transaction will be determined by a non-jury trial. Owner, Broker and Tenant(s) jointly and severally, hereby knowingly, voluntarily and intentionally waive any and all right to a trial by jury in any litigation, action or proceeding involving Owner, Broker, and Tenant (s), whether arising directly or indirectly from this agreement or this transaction or relating thereto. Each party will be liable for their own costs and attorney's fees. Notwithstanding the foregoing, in the event of a dispute between Owner, Broker, and Tenant(s) as to entitlement to deposit(s), Tenant(s) hereby agrees that Broker holding the deposit must disburse the funds in accordance with Florida Statutes.

MISCELLANEOUS - It is expressly understood that Playa Realty & Management, LLC in no way warrants or represents the quality of the indoor environment of the premises and no claims will be made as to Playa Realty & Management, LLC regarding same or regarding consequence of any health claims that may arise as a result of any airborne particulate, including but not limited to molds, mildew, spores, and electromagnetic fields, whether natural or man-made., Owner hereby advises Tenant(s) that all inspections performed by Owner are primarily for purposes of discovering and noting certain cosmetic conditions which may or may not affect the property's working condition and is primarily intended to affirm the "As is" condition of the property. The provisions of the "Property Inspection" signed by Tenant and Owner, or Owner's agent, are expressly herein. All notices or other communications required to be given at the addresses set forth herein. No modification of this agreement shall be effective unless in writing and signed by the parties. This agreement shall not be construed more strictly against one party by reason of the rule of construction that a document is to be construed more strictly against the part who prepared it. This agreement may be executed in any number of counterparts, any one or all of which shall be deemed an original.

This agreement sets for the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous negotiations, understanding and agreements between the parties, this agreement shall be interpreted and enforced according to the laws of the State of Florida and venue shall lie in the county in which the property is located. Section and paragraph heading in this agreement are for identification purposes only and shall not be deemed to control interpretation. If any of the terms or conditions of this agreement are for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms or conditions of this agreement. Except where the context requires otherwise, the duties of Tenant and Owner shall survive the termination of this agreement and the transfer of title to the property. IN TESTIMONY WHEREOF, The parties hereto have set their hands, the date set forth as shown below. The signature of Tenant acknowledges that Tenant has read and understands the terms and conditions of said rental agreement.

_____ PRINT TENANT NAME	_____ TENANT SIGNATURE	_____ DATE
_____ PRINT TENANT NAME	_____ TENANT SIGNATURE	_____ DATE
_____ PRINT TENANT NAME	_____ TENANT SIGNATURE	_____ DATE
_____ PRINT TENANT NAME	_____ TENANT SIGNATURE	_____ DATE
_____ PRINT NAME OF OWNER'S AGENT	_____ SIGNATURE OF OWNER'S AGENT	_____ DATE

SMOKE DETECTION DISCLOSURE - The Smoke Alarm or Smoke Detection Device is one of the best safety features. For purposes of this disclosure the term, "smoke detection device" means an electrical or battery operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards. It is the responsibility of the undersigned tenant(s) to let us know if there is not a working smoke detection device inside the dwelling unit of the rented premises.

As detailed in Florida State Statute 83.51, "(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices."

I have read and understand the above and have verified that the above described rental property does have a working smoke detection device inside the dwelling unit.

_____ TENANT SIGNATURE	_____ DATE
_____ TENANT SIGNATURE	_____ DATE
_____ TENANT SIGNATURE	_____ DATE
_____ TENANT SIGNATURE	_____ DATE