



RESIDENTIAL LEASE

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

Hereinafter described as "Property", by and between and hereinafter described as Tenant

Table with 3 columns: Tenant Name, Tenant Cell Phone, Tenant E-Mail. Includes four rows of blank lines for input.

and Playa Realty & Management, LLC or legally appointed representative of Playa hereinafter described as "Owner's Agent", whose mailing address is: PO Box 3211 Ponte Vedra Beach, FL 32004-3211. Owner is defined as the person(s) or entit(ies) with legal authority to lease the premises.

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

TERM - Rental Payments are to begin on the ____ day of _____ and will end on the ____ day of _____.

Tenant or Owner's Agent's Agent 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.

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

SECURITY DEPOSIT is to be paid in the amount of (\$_____) _____ dollars. The Security deposit will be held in a non-interest bearing escrow account. 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's Agent 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'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. All unpaid late charges and returned check fees shall be considered as additional rent.

PETS - Tenant shall not keep any animals or birds on said premises without the written consent of the 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's Agent 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 premises will be sublet, and this rental agreement will not be assigned or transferred in any way without prior written consent of the Owner's Agent. 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's Agent 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). Tenant assumes full liability resulting from use of the pool and agrees to hold the Owner and Owner's agent 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 keep interior in good repair and clean condition. At the termination of this agreement the Tenant agrees to promptly surrender said premises to Owner's Agent 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 excepted.

REPAIRS AND MAINTENANCE - Tenant agrees to give Owner's Agent 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's Agent immediately. Owner's Agent 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. Tenant agrees to reimburse for the cost of such repairs. Owner's Agent shall not be responsible or liable for any damage or injuries to the Tenant, his family or guests. 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'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 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. Upon vacating, paid receipt must be submitted to the Owner's agent. If upon vacating, carpets are not professionally cleaned to Owner's Agent's satisfaction then expense of 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's Agent 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.

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 services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Tenants, workers 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 purchasers 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's Agent 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's Agent and Tenant will be done in writing through Owner's agent.

Sod and Shrub Addendum

(If not applicable, Owner’s Agent will Put An X Across this page and Tenant will not sign)

Your lease requires, as stated below, that you maintain the lawn and shrubs of the rental property:
“Maintaining Yard which Includes Mowing and Edging Weekly, Trimming Shrubs & Small Trees, Watering the Lawn Twice Weekly or more as needed in compliance with the following:

During Daylight Savings Time (Second Sunday in March until the first Sunday in November) – If your Home address ends in an odd number, you can water Wednesday and Saturday. If you home address ends in an even number, Thursday and Sunday. No watering is permitted between 10AM-4PM. Rules are different for homes with new sod and recent chemical treatments. See floridawater.com

The following describes the condition of the sod & shrubs at your property on the day your lease began. It also provides information about the irrigation system and services provided by the Owner’s Agent. There are pictures attached (which you have signed) which show the current condition of both.

SOD & SHRUB CONDITION, COMMENTS REF IRRIGATION SYSTEM , SERVICES PROVIDED BY OWNER’S AGENT

The Tenant(s) agrees with the description of the current condition of the sod and shrubs provided on this document and agree it is their responsibility to maintain its current condition. The Tenant(s) recognize the fact that it is their responsibility to immediately bring any issues (including malfunction of irrigation system) to the attention of their Owner’s Agent. This notification must be done in writing. An e-mail will suffice. If the Owner’s Agent pays for Pest Control/Weed and Feed, the Tenant must immediately notify the Owner’s Agent if bugs or weeds are present.

Tenant

Date

Tenant

Date

Tenant

Date

Approximately six weeks after the start of this lease, the Owner's Agent will (at a time convenient for Tenant) perform a post lease visit. This will be an opportunity for the Tenant to report remaining issues (if any) that have not been addressed.

_____ 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