Contract to Lease

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This CONTRACT TO LEASE is between

_____ ("**Prospective Tenant**")

and _____ ("**Prospective Landlord**")

for the proposed rental of the real property located at _____

_____

1. BROKER: ☐ Listing Broker ☐ Cooperating Broker

2. DEPOSIT RECEIPT: _____ ("Broker")

acknowledges receipt of a deposit in the amount of $ _____.

3. DESCRIPTION OF PROPERTY: _____ BR _____ BA ☐ furnished ☐ unfurnished ☐ inventory attached

Parking: spaces _____, vehicles prohibited (if any) _____

Pets: ☐ prohibited ☐ permitted, restrictions: _____

Property Use Restrictions: _____

Property is to be used by _____ occupant(s) for (purpose): _____

4. TERMS: Proposed Lease Term to commence on the _____ day of _____, _____ and end on the _____ day of _____, _____.

Total rent $ _____ per _____.

Security deposit	$ _____	Pet fee(s)	☐ refundable	$ _____
			☐ non-refundable	$ _____
First month's rent	$ _____			
Last month's rent	$ _____			
Advance rent	$ _____	Other _____		$ _____
Application fee	$ _____	Other _____		$ _____

Security deposit, advance rent, and refundable fees will be held by ☐ Broker ☐ **Prospective Landlord** ☐ Other _____ in a separate ☐ interest bearing ☐ non-interest bearing account in a Florida financial institution.

5. EXPENSES: To be paid by:

UTILITIES:	Landlord	Tenant	N/A
Electric	☐	☐	☐
Gas/Fuel	☐	☐	☐
Sewer	☐	☐	☐
Water	☐	☐	☐
Trash Collection	☐	☐	☐
Telephone	☐	☐	☐

MAINTENANCE:	Landlord	Tenant	N/A
A/C and Heating	☐	☐	☐
Building Interior & Ceiling	☐	☐	☐
Building Exterior & Roof	☐	☐	☐
Lawn/Shrubbery	☐	☐	☐
Pool and Equipment	☐	☐	☐
Pest Control	☐	☐	☐
Plumbing/Hot water	☐	☐	☐
Windows/doors/screens	☐	☐	☐
Electrical System	☐	☐	☐
Garbage Removal	☐	☐	☐
Structure/Foundation	☐	☐	☐
Smoke Detection	☐	☐	☐
Locks and Keys	☐	☐	☐

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TAXES:	Landlord	Tenant	N/A
Real Property	☐	☐	☐
Sales and Services	☐	☐	☐
Personal Property	☐	☐	☐
Intangible	☐	☐	☐
OTHER: _____	☐	☐	☐

INSURANCE:	Landlord	Tenant	N/A
Personal Liability	☐	☐	☐
Property Damage	☐	☐	☐
Flood	☐	☐	☐
_____	☐	☐	☐

6. PREPARATION OF LEASE AGREEMENT: The parties to this Contract agree to prepare or have prepared a lease agreement consistent with the terms and conditions of this Contract. The lease agreement will be executed by all parties no later than _____, _____. Lease provisions which conflict with provisions of this Contract will control.

7. ASSOCIATION APPROVAL: Where applicable, this Contract is subject to and contingent upon the **Prospective Tenant** being approved by the condominium/cooperative/homeowners association. **Prospective Tenant** will pay a non-refundable application fee of $ _____ and make application for association approval within _____ days from the effective date of this Contract. In the event the **Prospective Tenant** is not approved, this Contract will terminate and all deposit(s) made will be refunded to the **Prospective Tenant** unless otherwise specified. The parties will make all reasonable efforts, including any required personal appearances, to obtain Association approval. Occupancy ☐ is ☐ is not permitted prior to Association approval.

8. FAILURE TO PERFORM: If **Prospective Tenant** fails to perform any of the promises of this Contract, the deposit(s) paid or agreed to be paid by **Prospective Tenant** may be retained by or for the account of **Prospective Landlord** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, and **Prospective Landlord** and **Prospective Tenant** will be relieved of all obligation under this Contract. If **Prospective Landlord** fails to perform any of the promises of this Contract, the deposit(s) will be returned to **Prospective Tenant** without waiving any action for damages resulting from **Prospective Landlord's** breach.

9. RETAINED DEPOSITS: In the event **Prospective Landlord** retains a deposit, **Prospective Landlord** will pay to Broker 50% of the deposit, not to exceed any previously agreed upon compensation, as full consideration for Broker's services.

10. USE RESTRICTIONS: The parties agree that the Property is being rented subject to zoning ordinances, restrictions, limitations, easements, and public utilities of record; however, this Contract is contingent upon the intended use stated in Paragraph 3 being permissible.

11. ASSIGNABILITY: This Contract is binding upon and inures to the benefit of the Parties and their respective heirs, personal representatives and successors. **Prospective Tenant** may not assign this Contract without the prior written consent of the **Prospective Landlord**.

12. OTHER AGREEMENTS: No modification or change to this Contract will be valid or binding unless in writing and signed by both parties.

13. 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 public health unit.

14. BROKERAGE DISCLOSURE: Broker represents ☐ **Prospective Landlord** ☐ **Prospective Tenant**.

15. FACSIMILE: A facsimile copy of this Contract and any signatures thereon will be considered for all purposes as originals.

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16. SPECIAL CLAUSES: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

This Contract is not a lease. It is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

Date: _____ **Prospective Tenant:** _____ Tax ID/SSN: _____

Date: _____ **Prospective Tenant:** _____ Tax ID/SSN: _____

Home Telephone: _____ Work Telephone: _____ Facsimile: _____

Address: _____

_____ E-mail: _____

Date: _____ **Prospective Landlord:** _____

Date: _____ **Prospective Landlord:** _____

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