

This lease, made and entered into this 1st day of June, 2006

By and between Lou Fiola, of 411 SE 21<sup>st</sup> Street, Cape Coral, Fl 33990,

Hereinafter called the “ Landlord,” and

John Doe (SS# ###-##-####) and Mary Doe (SS# ###-##-####) of N. Ft Myers, FL, Hereinafter called the “ Tenant/s.”

1. The landlord owns the following described real estate and premises, Situated in LEE County, at 1502 W 12th Street (Left Side), Lehigh Acres, Fl. 33936, a 2bedroom/2bath apt.
2. The landlord rents and leases to the tenant the described premises including all appliances From the First (1st) Day of June, 2006, for (12) Twelve Months, until the 31st Day of May, 2007.
3. The tenant promises and agrees to pay the landlord as rental the total Sum of Ten Thousand Twenty Dollars (\$10,020.00), payable as follows: \$835.00 for the First Month Rent, June, 2006 and \$835.00 for 11 months there- after. Also, but not included in that total a Security/Cleaning/ Rental Deposit of \$400.00. Also, included in the total, the Last Months rent, May, 2007, of \$835.00 paid at the execution of this Lease. The entire security /cleaning/Rental deposit will be refunded to the tenant within fifteen (15) days after the Tenants normal lease termination or vacating of premises, whichever comes last, if the property is left in move-in condition and all rents are paid to current date as per lease agreement. If condition is not acceptable by the Landlord, the balance of the deposit will then be returned within thirty days (30). Deposit will be escrowed in a safety bank account until such time. The Security/cleaning/rental deposit’s refundable amount will be prorated accordingly if the property is left in less than acceptable condition, AND any rents are not paid in full as per The Florida State Landlord and Tenant Law, ( F.S. 83.49(3) ).
4. The sum of Eight Hundred Thirty Five Dollars (\$835.00) already paid for the first month’s rent of occupancy (June, 2006). The sum of eight Hundred Thirty Five Dollars, (\$835.00) payable on the First (1st) Day of each and every month balance of the lease term (11 full months) until this lease has expired to complete the full sum payable.

5. It is agreed that the tenant will keep and maintain all portions of the building let to him or her by the terms of this contract in as good a state of repair as the same are turned over to tenant. This means woodwork, walls, floors, ceilings, windows, screens, doors, carpet, shades, electric, grounds, plumbing, and outside storage, all of which may be inspected by the landlord on notice from the tenant of intent to vacate and in no event will this lease terminate unless the foregoing is acceptable to the landlord. Normal use without evident mars will not constitute violation.

6. The tenant agrees to be responsible to pay for the repair of any damage done to any of the buildings or grounds by any of tenant's family or guests or by vandalism. If the tenant notices any signs of property damage or signs of any negative physical attribute, including but not limited to water leaks, extreme floor or wall or ceiling cracks, insect infestation, appliance breakdown, or roof damage, the tenant will immediately notify landlord by phone or by written notice. The Tenant is responsible for the cost to clear clogged drains and must have a licensed plumber clear serious clogs. This is a Non-smoking Unit.

The Landlord reserves the right to enter the premises for the purpose of inspection, repairs and to show prospective purchasers. The Landlord will call Twelve to Twenty-Four Hours in advance with approximate time. ALSO, The Landlord has the right to create a Laundry Day Schedule for the Tenant to follow in order to prevent septic problems and back ups.

7. The tenant agrees to keep the property clean in and around the building and agrees to maintain proper sanitation of the area by preparing trash for pickup by the regular trash service for the neighborhood, unless other arrangements have been made and agreed to in writing by the owner. Trash-cans must be taken in the same day of trash pick-up. Two (2) cans will be assigned to each unit. The Tenant is responsible to replace damaged or missing garbage cans and recycle bin.

8. The tenant agrees to hold the landlord HARMLESS from any and all expense for lights, heat, water, or any other expense incident to the occupancy of said property, unless specifically agreed to in writing. The tenant agrees to keep these standard utilities connected and their corresponding bills paid in a timely manner as required by the utility companies: Electric, Water system and Salt, septic system, cable/dish and telephone. The Tenant is responsible for Water System Maintenance

If ANY utilities are not kept current, the tenant agrees to terminate this lease and give up the property's occupation at the landlord's discretion.

9. The tenant shall not engage in, or allow any other person, pet, or an animal to engage in any conduct that will disturb the quiet and peaceable enjoyment of the other tenants, neighbors, landlord, or uses the property for any purpose whatsoever that violates the laws of the United States, the State of Florida, or the City of Lehigh, or the County of Lee.

10. The tenant will keep No Pet/s, inside or outside the property.

11. Time is of the essence with this contract, and should the tenant default in the payment of any installment of the principal sum herein named, the initial principal sum shall become immediately due and payable and the Landlord shall be entitled to possession of the premises, at Landlord's option in accordance with the Florida Landlord and Tenant Act, and the landlord shall have the right to store and/or dispose of such property in accordance with said ACT, and thereafter the tenant shall be liable to the landlord for any amounts uncollected from such disposition, and the expenses therefore, including a reasonable attorney's fee.

12. The Landlord will maintain the lawn, shrubs and grounds around the house. In addition, the Landlord will provide pest treatments, trash pick up service.

13. The tenant shall not change colors or redecorate the interior or exterior of the property without written consent of the Landlord.

14. The property herein leased will be used for residential purposes only and for no other object or purpose and this lease shall not be sublet without written consent from the landlord.

15. In the event of assignment to creditors by the tenant, or the institution of bankruptcy proceedings against the tenant, such events shall cancel and hold for naught this lease, and all the rights thereunder, and possession of said property shall immediately, by such act or acts, pass to the landlord at the landlord's option.

16. The tenant shall pay a late fee of Thirty Five Dollars ( \$35.00 ) in addition to each monthly payment that is paid after the 3rd day of any month within the terms of this lease. Starting on the 4th day of the month, a late fee of \$ 5.00 per day will be added to the existing late fee due.

17. The tenant will waive tenant's rights under the Florida Landlord and Tenant Act if the rent and all late charges are not paid in full by the LAST day of the Rental period, immediately relinquishing possession of the property to the landlord at the landlord's request.

18. The tenant agrees to pay all rents and fees with a personal check, or cash. If a personal check is ever not honored by the landlord's bank, for any reason whatsoever, the tenant agrees to pay a check charge of Thirty Dollars (\$30) then pay with cash until the expiration of this lease term.

19. The tenant shall check each and all smoke alarms weekly, replacing the battery as needed with an alkaline battery to ensure that adequate warning is provided. The Tenant will change filter for A/C, the Landlord will supply the filter. The Tenant will maintain the water system with bleach, salt and cleaning.

20. The Tenant agrees to keep the window screens on the window at all times, paying a Twenty dollar, (\$20) service charge plus parts, if a Screen is removed or damaged in any way, for it's replacement.

21. Two (2) Adult/s and One (1) young adult will occupy the house/apartment.

22. The tenant will let no more than Two-(2) guests stay over for a maximum period of Seven (7) consecutive days in any two-month period without written consent from the landlord.

23. The tenant shall NOT keep any water filled furniture at the property.

24. The tenant agrees to keep no more than Two (2) vehicle/s, including but not limited to trucks, motorcycles, and cars, on the premises. These vehicles must be both operable and currently licensed and can only be parked in the driveway designated to the apartment.. The tenant agrees not to repair any vehicles on the premises if the repairs will take more than 12 hours, without the written consent from the landlord. The Tenant will obey and follow all

Lehigh, Fl. Code Requirements for parking. The Tenant will use the parking spaces directly outside the front door of the apartment. At no time will any Tenant allow Friends/Associates to use more than TWO (2) spaces, Total, on the driveway, including tenant use.

25. Landlord has obtained insurance to cover the landlord's interest and liability, but does NOT insure tenant's belongings or negligence, and will not provide shelter if the building is destroyed by weather or fire.

26. The tenant will return all property-related keys upon lease termination and will give-up five dollars (5) per nonreturned key from deposit.

27. The tenant further agrees that after the expiration of the time given in this lease, the 31st day of May, 2007, and without notice from the landlord, to give possession of property to the landlord, and upon tenant's failure to do so shall become liable to the landlord for an additional one-month extension at double the monthly rate of this contract upon notice from the landlord.

28. Also, With a written agreement between the Landlord and the Tenant, a Month to Month lease (30 days to 30 Days) can be instituted to extend/adjust the terms of this lease. The Tenant will give the Landlord Forty Five Days Notice (45) before vacating the property.

29. No playground, pool, exercise equipment or Satellite Dish is/are to be erected/attached to or on the property without written consent from the Landlord.

30. No items are to be stored outside of the building except for lawn furniture, outdoor grill and lawn mower (covered).

31. Contact and Send Payments to the landlord at: Attention Lou Fiola, 411 SE 21<sup>st</sup> Street, Cape Coral FL 33990, ( Phone : 239-410-5325 ).

**IN WITNESS THEREOF, the parties hereto have hereunto set their hands the day and year first above written.**

\_\_\_\_\_  
Date  
Lou Fiola (Landlord)

\_\_\_\_\_  
Date  
John Doe (Tenant)

\_\_\_\_\_  
Date  
(Landlord)

\_\_\_\_\_  
Date  
Mary Doe (Tenant)