

# HANSON'S LANDING — SAMPLE LEASE AGREEMENT

Building 9, Unit 15 — 6142 SE Landing Way, Stuart, Florida 34997

*Provided for informational purposes, so you know the actual terms before you apply. Tenant name and lease dates shown as blanks are confirmed at signing.*

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**THIS LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT SHOULD BE PROVIDED WITH THIS LEASE.**

This Lease Agreement ("Agreement") is made and entered on \_\_\_\_\_ by and between Scott Van Putten ("Landlord") and \_\_\_\_\_, of \_\_\_\_\_ ("Tenant"). Subject to the terms and conditions stated below, the parties agree as follows:

## 1. Premises

The Landlord leases to the Tenant the following: a fully furnished 2-bedroom, 2-bathroom condominium unit ("Premises") located at 6142 SE Landing Way, Unit 15, Building 9, Stuart, Florida 34997, within the Hanson's Landing condominium community. No other portion of the building in which the Premises is located is included unless expressly provided for in this Agreement.

## 2. Term

The lease term will begin on \_\_\_\_\_ ("Commencement Date") and will terminate on \_\_\_\_\_, and thereafter shall continue month-to-month on the same terms, save any changes made pursuant to law, until terminated by either party as provided below. The lease term must not be less than three (3) months, and the Premises may not be leased more than two (2) times in any calendar year, per the Hanson's Landing Association Rules and Regulations.

The Tenant shall vacate the Premises upon termination of this Agreement unless: (i) the Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) the Landlord accepts Rent from the Tenant (other than past-due Rent) after the end of the initial term, in which case a month-to-month tenancy is created for that period only, terminable by either party on at least 30 days' written notice as provided by law. For clarity, this 30-day notice right applies only after the initial fixed term has ended and the tenancy has become month-to-month; it does not permit Tenant to end the initial fixed term early.

## 3. Hanson's Landing Association Compliance — Required

The Premises is located within Hanson's Landing, a deed-restricted condominium community governed by the Hanson's Landing Association, Inc. (the "Association"). This lease, and Tenant's occupancy of the Premises, is expressly contingent upon and subject to:

- Landlord's timely submission of the Association's required Application for Sale/Lease, together with Tenant's completed Application for Membership by Prospective Lessee, the executed copy of this Agreement, and the Association's transfer fee, at least fifteen (15) days prior to the Commencement Date;

- Tenant's participation in, and approval by, the Association's Orientation Committee interview prior to occupancy; and
- Tenant's receipt of a copy of the Association's Rules and Regulations, as amended from time to time, which Tenant acknowledges receiving upon execution of this Agreement and agrees to keep in the Premises at all times as required by the Association.

Tenant agrees to comply with all rules, regulations, bylaws, and governing documents of the Association, as they may be amended. Any violation of the Association's Rules and Regulations by Tenant, Tenant's guests, or invitees shall constitute a material breach of this Agreement and just cause for eviction, in addition to any remedy available to the Association directly. Landlord remains responsible to the Association for Tenant's compliance, and Tenant agrees to indemnify Landlord for any fine, cost, or liability the Association imposes on Landlord as a result of Tenant's violation of Association rules.

#### **4. Management; Notices Contact**

The Tenant is notified that Scott Van Putten is the property manager in charge of the Premises. Should the Tenant have any issues or concerns, the Tenant may contact Scott Van Putten at 4980 NW 165th Street, Unit A-2, Miami Gardens, Florida 33014, (305) 336-2350, [scott@mvpadv.com](mailto:scott@mvpadv.com).

#### **5. Rent; Lease Payments**

"Rent" means all monetary obligations of Tenant to Landlord under this Agreement, except the security deposit. Rent for the Premises is \$3,500.00 per month for this seasonal rental. Because the minimum term is three (3) months, the total Rent for a three-month term is \$10,500.00 (three months at \$3,500.00).

The first month's Rent of \$3,500.00, together with the one-month security deposit of \$3,500.00 described below, is due at signing (a total of \$7,000.00 due at signing). Each subsequent month's Rent of \$3,500.00 is due in advance on the first day of that month, and is delinquent the following day.

Time is of the essence as to each Rent payment. Rent for the full term is earned Rent for the fixed term and is not reduced by any early departure.

Accepted payment method(s): Zelle to (305) 336-2350, or ACH/transfer to the Capital One 360 checking account designated by Landlord.

If any payment is returned for non-sufficient funds, or Tenant stops payment, the Landlord may require all payments to be made by cashier's check or certified funds.

#### **6. Security Deposit**

At signing, Tenant shall pay Landlord, in trust, a security deposit of \$3,500.00 (one month's Rent) to be held and disbursed for Tenant damages or other defaults as provided by law. The deposit will be held in Landlord's non-interest-bearing account at Capital One 360. A mandatory, non-refundable cleaning fee of \$350.00 will be deducted from the security deposit after the final move-out inspection, regardless of the Premises' condition at move-out, separate from and in addition to any deduction for damage beyond ordinary wear and tear. The security deposit is held only for damages and defaults; it is not a substitute for any Rent payment, and it does not reduce or cover Tenant's obligation to pay the scheduled Rent in full.

**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. This disclosure is basic — refer to Part II of Chapter 83, Florida Statutes, for full legal rights and obligations.

## **7. Possession**

Tenant is entitled to possession on the first day of the term and shall yield possession to Landlord on the last day of the term, unless otherwise agreed in writing. At expiration, Tenant shall remove all goods and effects and peaceably yield the Premises in as good condition as when delivered, ordinary wear and tear excepted.

## **8. Use of Premises; Absences**

Tenant shall occupy and use the Premises as a full-time residential dwelling unit and shall notify Landlord of any anticipated extended absence no later than the first day of that absence. No retail, commercial, or professional use is permitted without Landlord's prior written consent. Tenant shall not use, list, advertise, or offer the Premises, or any part of it, for short-term or transient rental of any kind, including but not limited to Airbnb, VRBO, or any other hosting or home-sharing platform; such use is prohibited by the Association and constitutes a material breach of this Agreement. Failure to abide by this section is a material breach and just cause for eviction.

## **9. Occupants**

No more than two (2) person(s) may reside on the Premises unless Landlord consents in writing in advance. This Agreement and occupancy are binding, individually and severally, on each person who signs it, regardless of that person's actual occupancy.

Tenant may have guests on the Premises for not more than 10 consecutive days or 30 days total in a calendar year, and no more than two guests per bedroom at any time. A guest present longer than those limits is not considered an original tenant, and Tenant must obtain Landlord's prior written approval for any such extended stay.

If more than one person signs this Agreement as Tenant, each is jointly and severally liable for the full amount of Rent and for all other obligations and damages under this Agreement. This means Landlord may enforce the entire obligation against any one Tenant individually, and the departure, default, or absence of any one Tenant does not reduce the remaining Tenant(s)' responsibility for the full Rent and all other lease obligations.

## **10. Pets**

No pets of any kind are permitted on the Premises. Per the Association's Rules and Regulations, only unit owners — not tenants or their guests — may keep a pet while in residence. Tenant agrees not to keep, board, or permit any animal on the Premises, even temporarily, without Landlord's prior written consent, which Landlord may withhold in its sole discretion.

## **11. Furnishings**

The Premises is leased fully furnished. A written inventory of furnishings, appliances, and fixtures provided with the Premises is attached to this Agreement as Exhibit A and incorporated by reference. Tenant shall maintain all furnishings in good condition, ordinary wear and tear excepted, and shall not remove any furnishings from the Premises or store them elsewhere. Tenant is responsible for the cost of repair or replacement of any furnishing damaged, lost, or missing at move-out beyond ordinary wear and tear, which Landlord may deduct from the security deposit or bill separately if the cost exceeds the deposit.

## **12. Renters Insurance**

Tenant shall obtain and maintain, for the full term of this Agreement, a renters/personal liability insurance policy with minimum liability coverage of \$100,000, and shall provide Landlord with proof of such coverage prior to or at move-in and upon each renewal. Landlord is not responsible for loss or damage to Tenant's personal property under any circumstance.

## **13. Keys**

Tenant will be given two (2) key(s) to the Premises and two (2) mailbox key(s). If all keys are not returned to Landlord at lease termination, Tenant will be charged \$50.00. Tenant may not change or add locks without Landlord's prior written approval, and if permitted, must immediately provide Landlord copies of any new keys.

## **14. Lockout**

If Tenant becomes locked out of the Premises, Tenant will be charged \$250.00 to regain entry.

## **15. Smoking**

Smoking is prohibited anywhere in or on the Premises and the property, indoors or outdoors, common or private. This applies to Tenant, guests, employees, and service persons. Tenant is liable for any damage caused by smoking on the Premises or property. Violation is a breach of this Agreement and grounds for eviction and all other remedies available by law.

## **16. Storage**

Other than bicycle storage on the community's designated bike racks, no additional storage space outside the Premises is provided or authorized. Tenant shall not store any property outside the Premises other than bicycles on the designated racks.

## **17. Parking**

Tenant is entitled to use the parking space assigned to Unit 15 by the Association — covered space "B" — as Tenant's one assigned space under the Association's one-space-per-unit rule. A second vehicle, if any, may use any open, unassigned uncovered space on the property on a non-exclusive, first-come basis; no specific uncovered space is reserved or guaranteed to Tenant, and Tenant has no priority claim to any particular uncovered spot. The right to park the assigned space is included in the Rent. Parking is for properly licensed, operable passenger motor vehicles only.

**NO TRUCKS, PICK-UPS, MOTORCYCLES, MOPEDS, TRAILERS, BOATS, CAMPERS, BUSES, OR RECREATIONAL VEHICLES OF ANY KIND ARE PERMITTED ON THE PROPERTY, PER THE ASSOCIATION'S RULES AND REGULATIONS.**

Vehicles leaking oil, gas, or other fluids may not be parked on the Premises. No mechanical work or storage of inoperable vehicles is permitted anywhere on the property. Tenant shall park only in the assigned space and any available unassigned uncovered space as described above, and keep them clean at all times.

## **18. Maintenance**

Landlord shall maintain the Premises in reasonably good repair and perform all repairs reasonably necessary to satisfy the implied warranty of habitability. Except in an emergency, maintenance and repair requests must be made in writing. A repair request is deemed permission for Landlord to enter to perform the requested work, subject to the Access provision below.

## **19. Utilities and Services**

Landlord is responsible for: electricity, water and sewer, garbage and trash disposal, cable, and internet, subject to the monthly cap stated below. Landlord pays the first \$75/month of electric and \$50/month of water; Tenant is responsible for any usage above those amounts. All utility accounts covered by Landlord shall remain in Landlord's name and be kept in continuous service for the term. Where Tenant owes an overage above the stated caps, Landlord will provide Tenant a copy of the applicable bill showing the overage, and Tenant shall reimburse the overage amount as additional Rent within fifteen (15) days of that notice. In practice, this has rarely resulted in an overage charge to the tenant.

## **20. Taxes**

Landlord shall pay all real estate taxes, assessments, and personal property taxes attributable to the Premises, along with any sales/use tax due in connection with lease payments.

## **21. Property Insurance**

Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and their property located there.

## **22. Non-Sufficient Funds; Late Payments**

Tenant will be charged \$100.00 for any returned check, and a late fee of \$100.00 for any Rent not paid within five (5) days after its due date. The parties agree this late fee is a reasonable estimate of the administrative costs Landlord incurs from a late payment, and not a penalty. This late fee applies to any Rent payment under Section 5. Three returned checks within any 12-month period constitutes just cause for eviction. Landlord may require future payments by cashier's check or money order following any returned payment.

## **23. Defaults**

Tenant is in default if Tenant fails to fulfill any lease obligation. If Tenant fails to cure a financial default within 5 days, or any other default within 10 days, of written notice, Landlord may cure the default and add the cost to Tenant's financial obligations under this Agreement. See Part II, Chapter 83, Florida Statutes, for statutory defaults and remedies.

## **24. No Early Termination; Full-Term Obligation**

This is a fixed-term lease. Given the three-month minimum term required by the Association, there is no early-termination option: Tenant does not have the right to terminate this Agreement before the end of the term by giving notice or paying a fee. Tenant remains responsible for the Rent and all other obligations for the entire

term, whether or not Tenant occupies the Premises. If Tenant vacates before the end of the term, all Rent for the remainder of the term becomes immediately due, and the security deposit does not serve as, or substitute for, the final period's Rent. The only exceptions are: (i) a right expressly granted elsewhere in this Agreement; (ii) the statutory rights under the Military Termination and Destruction or Condemnation sections below; or (iii) a written agreement signed by Landlord releasing Tenant, which Landlord may grant or withhold in its sole discretion and may condition on Tenant paying a mutually agreed buy-out. Nothing in this section limits Landlord's duty to mitigate damages to the extent required by Section 83.595, Florida Statutes.

## **25. Optional Fourth-Month Extension**

Landlord may, but is not required to, offer Tenant the option to extend this Agreement for one additional month immediately following the end of the term (the "Extension Month"), on the following terms. This is a one-time option only; it does not create any right to further renewals or to a tenancy beyond the Extension Month.

To exercise the option, Tenant must give Landlord written notice at least forty-five (45) days before the end of the term that Tenant wishes to extend, and Landlord must agree in writing. If both occur, Rent for the Extension Month is reduced to \$3,150.00 (a 10% discount from the standard \$3,500.00 monthly rate), due in advance on or before the first day of the Extension Month. All other terms of this Agreement continue to apply during the Extension Month, and the Extension Month is treated as part of the term for all purposes, including the No Early Termination provision above.

If Tenant does not give timely written notice, or Landlord does not agree in writing, no extension occurs and this Agreement ends at the close of the original term. This section does not limit or replace the month-to-month holdover terms elsewhere in this Agreement; however, the discounted Extension-Month rate applies only if the option is properly exercised as described above, and any month-to-month tenancy that instead arises by holdover is at the full \$3,500.00 monthly rate.

## **26. Sale of Premises; Lease Survives and Transfers to New Owner**

Landlord may sell or transfer the Premises at any time, before or during the term. If Landlord sells or transfers the Premises, this Agreement survives the sale and is binding on the new owner: the new owner takes title subject to this Lease, assumes Landlord's rights and obligations under it from the date of transfer, and Tenant's right to occupy the Premises under this Agreement continues undisturbed for the remainder of the term. This Lease does not terminate, and Tenant is not required to vacate, solely because the Premises is sold.

Upon a sale or transfer, Landlord shall transfer or credit Tenant's security deposit and any prepaid Rent to the new owner in accordance with Section 83.49, Florida Statutes, and shall provide Tenant written notice of the new owner's name and address for the payment of Rent and the delivery of notices. After the transfer, Tenant shall pay Rent to, and direct all notices to, the new owner as instructed. The parties agree to sign any commercially reasonable estoppel certificate or acknowledgment a buyer or lender may request to confirm the terms and status of this Agreement.

## **27. Military Termination**

A Tenant who is a member of the U.S. Armed Forces on active duty or state active duty, the Florida National Guard, or U.S. Reserve Forces has termination rights under Section 83.682, Florida Statutes.

## **28. Destruction or Condemnation**

If the Premises are partially destroyed and repairable within 5 days at a cost under \$2,000, Landlord shall repair and abate Rent proportionally during repairs. If not repairable within 5 days, or the repair cost is \$2,000 or more, or the Premises is condemned, either party may terminate this Agreement on 5 days' written notice, with any prepaid, unearned Rent refunded to Tenant.

## **29. Habitability**

Tenant has inspected the Premises and acknowledges it is in acceptable habitable condition for its intended use, and that the agreed Rent is fair and reasonable. Tenant shall promptly notify Landlord if habitability is adversely affected by a change in condition.

## **30. Holdover**

If Tenant remains in possession after termination, Tenant shall pay Rent at the most recent rate during the holdover period, which constitutes a month-to-month extension of this Agreement.

## **31. Remodeling; Structural Improvements**

Tenant may not remodel or make structural changes without Landlord's prior written consent, which shall not be unreasonably withheld. At lease end, Tenant shall remove any such improvements, if requested, and restore the Premises to substantially its original condition.

## **32. Access by Landlord**

Landlord may enter the Premises, with reasonable notice and Tenant's consent (not to be unreasonably withheld), to inspect, provide services, or show the unit to prospective buyers, lenders, tenants, or workers. In an emergency, Landlord may enter without consent, as provided by law. During the final three months of the term, Landlord may display customary "For Rent" signage and show the Premises to prospective tenants, subject to the Association's rule against on-property advertising signage — showings should be arranged directly and coordinated through the Orientation Committee's posting process rather than yard/window signs.

## **33. Indemnity**

To the extent permitted by law, Tenant agrees to indemnify, defend, and hold Landlord harmless from claims, losses, and expenses (including reasonable attorney's fees) arising from Tenant's possession, use, or misuse of the Premises, except to the extent caused by Landlord's own act or negligence. Tenant releases Landlord from liability for loss or damage to Tenant's property from any cause, except where adjudged to result from Landlord's gross negligence.

## **34. Prohibited Acts by Landlord**

Landlord is prohibited from certain actions under Section 83.67, Florida Statutes.

## **35. Fair Housing / Accommodation**

Landlord complies with all applicable equal housing opportunity laws and will make reasonable accommodations for a qualified individual with a disability, absent undue hardship, upon written request specifying the disability and the accommodation needed. Landlord may require appropriate medical verification.

### **36. Dangerous Materials**

Tenant shall not keep any dangerous, flammable, or explosive item on the Premises that would materially increase fire risk or be considered hazardous by a responsible insurer, without Landlord's prior written consent and proof of adequate insurance.

### **37. Radon Gas Disclosure**

Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons exposed over time. Levels exceeding federal and state guidelines have been found in buildings in Florida. Additional information may be obtained from your county health department.

### **38. Compliance with Regulations**

Tenant shall promptly comply with all applicable laws, ordinances, and regulations, though Tenant is not required to make structural or exterior alterations to the building.

### **39. Mechanics Liens**

Neither Tenant nor anyone claiming through Tenant may file a mechanics or other lien on the Premises; this Agreement's filing constitutes notice that such liens are invalid. Tenant shall notify any contractor or supplier accordingly and keep the Premises free of such liens.

### **40. Subordination**

This Agreement is subordinate to any existing or future mortgage on the Premises.

### **41. Assignability; Subletting**

Tenant may not assign, sublease, mortgage, or pledge any interest in the Premises or this Agreement. No replacement tenant or additional occupant is permitted without Landlord's written consent, which may be withheld in Landlord's sole discretion.

### **42. Tenant's Personal Property**

**BY SIGNING THIS AGREEMENT, TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY FLORIDA STATUTES CHAPTER 83, LANDLORD SHALL NOT BE LIABLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.**

### **43. Notices**

Notices under this Agreement are valid only if in writing and mailed, postage prepaid, to the addresses below, and are deemed received on the third day after mailing. Addresses may be updated by either party by written notice.

Landlord: Scott Van Putten, 4980 NW 165th Street, Unit A-2, Miami Gardens, Florida 33014

Tenant: \_\_\_\_\_

### **44. Governing Law; Venue**

This Agreement is governed by the laws of the State of Florida. Venue for any action arising from this Agreement shall lie exclusively in Martin County, Florida.

#### **45. Entire Agreement; Amendment**

This Agreement contains the entire agreement of the parties; there are no other promises or understandings, oral or written, relating to its subject matter. It may be modified only in writing, signed by the party to be bound.

#### **46. Severability; Waiver**

If any provision is held invalid or unenforceable, the remaining provisions remain valid and enforceable. If any specific fee, charge, or amount in this Agreement is found unenforceable or is reduced by a court, only that fee, charge, or amount is affected, and all other provisions and all other fees remain in full force. Failure to enforce any provision is not a waiver of the right to enforce it later.

#### **47. Time is of the Essence**

Time is of the essence with respect to this Agreement.

#### **48. Estoppel Certificate**

Tenant shall execute and return any tenant estoppel certificate delivered by Landlord within three days of receipt. Failure to do so is deemed Tenant's acknowledgment that the certificate is true and correct and may be relied upon by a lender or purchaser.

#### **49. Tenant Representation; Credit**

Tenant represents that all statements in Tenant's rental application are accurate and authorizes Landlord to obtain Tenant's credit report periodically during the tenancy. Landlord may cancel this Agreement before occupancy begins, upon disapproval of a credit report, or at any time false information is discovered in Tenant's application.

#### **50. Attorney's Fees**

In any action arising out of or relating to this Agreement — including but not limited to disputes over the security deposit — the prevailing party is entitled to recover reasonable attorney's fees and court costs from the non-prevailing party, in addition to any other remedy available by law.

#### **51. Binding Effect**

This Agreement binds and benefits both parties and their respective legal representatives, successors, and assigns.

#### **52. No Waiver by Landlord**

Landlord's acceptance of Rent with knowledge of any default by Tenant, or Landlord's failure or delay in enforcing any provision of this Agreement, is not a waiver of that default or provision, and does not waive Landlord's right to enforce it or any other provision later. No waiver by Landlord is effective unless in writing and signed by Landlord, and a waiver of any one breach is not a waiver of any subsequent breach.

#### **53. Mold, Moisture, and Ventilation**

Because the Premises is in a coastal, humid environment, Tenant agrees to help prevent mold and moisture accumulation by: running the air conditioning and any provided dehumidification reasonably and keeping the Premises adequately ventilated; keeping the Premises clean and dry; and promptly notifying Landlord in

writing of any water intrusion, leak, plumbing issue, persistent moisture, or visible mold. Landlord is responsible for repairing building-related sources of moisture once notified. Tenant is responsible for damage, including mold, resulting from Tenant's failure to maintain reasonable ventilation and cleanliness or to promptly report a problem. Tenant shall not paint over, conceal, or attempt to remediate any significant mold without notifying Landlord.

#### **54. Hurricane and Severe Weather**

Tenant acknowledges the Premises is in a coastal hurricane zone. Tenant shall comply with all mandatory evacuation orders issued by government authorities and with the Association's hurricane and storm-preparation rules. Upon a hurricane watch or warning, or before any evacuation, Tenant shall secure the Premises to the extent reasonably possible, including bringing in or securing all porch and balcony furniture and other loose items and closing all windows and doors, consistent with the Association's requirements. Rent does not abate, and no refund is owed, for any period Tenant is voluntarily absent or evacuated. This section does not limit either party's rights under the Destruction or Condemnation section above.

#### **55. Move-In and Move-Out Condition Documentation**

At move-in, Landlord and Tenant shall complete and sign the Exhibit A furnishings inventory and a written condition checklist, and shall document the condition of the Premises with dated photographs. At move-out, the condition of the Premises will be compared against that move-in documentation. Dated photographs and the signed inventory and checklist may be relied upon by either party as evidence of the condition of the Premises and its furnishings in any dispute, including any dispute over the security deposit. Tenant's failure to participate in or sign the move-in documentation within three (3) days of taking possession is deemed Tenant's acknowledgment that the Premises and all furnishings were received in good, undamaged condition.

#### **56. Dispute Resolution**

The parties will first attempt to resolve any dispute through good-faith negotiation. If unresolved, the dispute will be settled by binding arbitration under the rules of the American Arbitration Association, with judgment on the award enterable in any court of competent jurisdiction in Martin County, Florida.

## Signatures

### Landlord:

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Scott Van Putten

Date

### Tenant 1:

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Tenant 1 Printed Name

Date

### Tenant 2:

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Tenant 2 Printed Name (if applicable)

Date

## Notice Regarding Security Deposit

This notice is given pursuant to Florida Statutes Chapter 83, Subsection 2, immediately after or within thirty days after the signing and delivery of the lease and security deposit described below.

Landlord: Scott Van Putten

Tenant: \_\_\_\_\_

Premises: 6142 SE Landing Way, Unit 15, Stuart, Florida 34997

Security Deposit Total: \$3,500.00

Financial Institution Holding Deposit: Capital One 360

Tenant is notified that the security deposit: (i) is commingled with the security deposits of other tenants and held in a separate, non-interest-bearing account at a Florida banking institution for Tenant's benefit, so no interest rate or payment timing applies; (ii) is held at the institution named above; and (iii) is governed, among other provisions, by Florida Statutes Section 83.49(3).

### Florida Statutes Section 83.49(3) — Reference Text

- (a) Upon vacating the Premises at lease termination, if Landlord does not intend to impose a claim on the security deposit, Landlord has 15 days to return it with interest if otherwise required, or 30 days to give Tenant written notice by certified mail of intent to impose a claim and the reason for it. If Landlord fails to give required notice within the 30-day period, Landlord forfeits the right to impose a claim on the deposit.
- (b) Unless Tenant objects in writing within 15 days of receiving Landlord's notice of intent to claim, Landlord may deduct the claimed amount and must remit the balance within 30 days of the notice.
- (c) If either party brings an action to adjudicate rights to the security deposit, the prevailing party is entitled to court costs and a reasonable attorney's fee.
- (d) Compliance with this section by an authorized individual or business, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes governing security deposits under a rental agreement.

## **Exhibit A — Furnishings Inventory**

A detailed, room-by-room furnishings inventory is completed and signed by both parties at move-in, and referenced again at move-out. The unit is offered fully furnished — granite counters, a wet bar, new stainless appliances, in-unit washer and dryer, and a flat screen with Bluestream cable and Apple TV — down to kitchenware and linens.