

UNIFORM RESIDENTIAL LEASE

THIS AGREEMENT OF LEASE, made this _____ day of _____ 20____ between _____ (“Landlord”), the owner of a condominium unit within the Lido Beach Club Condominium Association (“Association”), and _____ (“Tenant”) residing at _____.

ARTICLE I - PREMISES-TERM

Landlord leases to Tenant the condominium Unit Number _____, within the Association, according to the Declaration of Condominium thereof recorded in Official Records Book 1044 at Page 1177 of the Public Records of Sarasota County, Florida (hereinafter referred to as the “Premises”) for a term of _____ months commencing on the _____ day of _____ 20____ and ending on the _____ day of _____ 20____. Tenant and Landlord specifically agree that this lease may be renewed or extended without the continued approval of the Association during the first twelve months of this lease.

Following the first twelve months, Lease renewals (or extensions) between the Landlord and Tenant, shall be subject to the approval by the Association, through its Screening Committee. For such renewals the usual application fee shall be waived. Except for cause, such as material violations of the Association’s Rules and Regulations, the Screening Committee can be expected to approve lease renewals.

ARTICLE II - RENT AND SECURITY

Tenant agrees to pay Landlord a total rent in the amount of _____ DOLLARS, payable in equal installments of _____, due and payable, in advance, on the first day of each month.

In addition, Tenant shall pay the sum of _____ DOLLARS, representing the security deposit for the faithful performance by Tenant of the terms and conditions hereof. Provided Tenant has faithfully performed hereunder, the security deposit shall be returned to Tenant, without interest, at the termination hereof, in accordance with the terms and conditions of the appropriate Florida Statutes governing security deposits for rentals of this nature.

Tenant also agrees to pay:

1. The sum of _____ Dollars to Association (not to exceed the highest amount permitted by law) representing the tenant approval fee due the Association.

2. Tenant agrees that Tenant is solely responsible for obtaining, maintaining and paying for contents coverage for any and all personal property of the Tenant in, on or about the Premises.
3. In the event any Sales Tax shall be due as a result of the within tenancy, Tenant agrees to forthwith upon demand remit the amount due at the then prevailing rate.

ARTICLE III - OCCUPANCY

The Premises shall be occupied only by Tenant and Tenant's immediate family (i.e. tenant's children, spouse and spouse's children) for residential purposes only. The Premises may not be used for illegal, immoral, or improper purposes. Permanent occupancy of the unit is limited to those individuals that have been screened and approved by the Board of Directors of the Association.

ARTICLE IV - ASSIGNMENT AND SUBLETTING

Tenant shall not assign the Lease, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be used or occupied by anyone other than Tenant or members of Tenant's immediate family without the prior written consent of Landlord and the Association. The Association, acting through its Screening Committee, shall generally require an application and fee, authorization to obtain background information, a copy of the sublease and other such documents normally required in any initial lease.

ARTICLE V - REPAIRS

Tenant shall take good care of the Premises and Landlord's appliances and furnishings therein, and shall maintain them in good order and condition, ordinary wear and tear excepted. Landlord may repair, at the expense of Tenant, all damage or injury to the Premises resulting from the misuse or negligence of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent. The cost of such repairs shall be paid by Tenant to Landlord as additional rent within five days of rendition of Landlord's bill concerning such costs. There shall be no allowance to Tenant and no liability on the part of Landlord by reason of inconvenience or annoyance arising from the making of any repairs, alterations, additions or improvements to the Premises or any portion of the building in which the Premises are located.

ARTICLE VI - UTILITIES

Responsibility for the cost of utilities, such as telephone and electricity, are assigned between the Landlord and Tenant as follows (marked by an 'X' in the appropriate column):

Service	Landlord	Tenant
Electricity		
Telephone: Basic		
Tolls calls		
Cable TV: Basic		
Internet		
Special Charges		
Other:		
Other:		

All utilities (electric, telephone & cable) will remain in the name of the Owner. In some instances, as a convenience to the Owner, Tenant and Frontier, the Tenant's name may be added to the account for additional services, such as internet, for example. In any such instances, the Owner shall direct the process for arranging for additional services or adding names to vendor accounts.

ARTICLE VII - OBLIGATIONS OF TENANT

Tenant shall be responsible:

- (1) For all conditions created or caused by the negligent or wrongful act or omission of Tenant, a member of his family, or other person on the Premises with Tenant's consent, to the extent not covered by Landlord's insurance.

Any occupant of the unit, including the Tenant, a member of his family or any other person on the Premises with Tenant's consent shall register with the LBC Manager prior to overnight stay. At the time of registration, the Tenant shall affirm that he has received a copy of the ***Association Rules and Regulations***.

- (2) For insurance on Tenant's personal property.
- (3) Tenant, at all times during the tenancy, **SHALL:**
 - (i) Abide by all the terms and conditions of the Association's Declaration of Condominium, Articles, Bylaws and ***Rules and Regulations*** (as

more fully described hereinafter) as the same may be amended from time to time.

The Tenant may generally rely on the **Rules and Regulations** for guidance covering most activities of daily living. Questions regarding policies and practices may be directed to the LBC Manager for clarification.

- (ii) Keep the Premises clean and sanitary, remove all garbage in a clean and sanitary manner and keep all plumbing fixtures clean and sanitary and in repair.
 - (iii) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, cooking, ventilating, air-conditioning and other such facilities, appliances and equipment.
 - (iv) Conduct himself or herself, and require persons on the Premises with Tenant's consent to conduct themselves in a manner that does not unreasonably disturb Tenant's neighbors or constitute a breach of the peace.
 - (v) Comply with all present and future laws, orders and regulations of Federal, State, County and municipal authorities which affect the use or occupation of the Premises.
 - (vi) Tenant agrees that during the last _____ days of the term and upon twenty-four (24) hours prior notice, the Premises will be available to be shown to prospective tenants or purchasers.
- (4) Tenant, at all times during the tenancy, **SHALL NOT:**
- (i) Destroy, deface, damage or remove any part of the Premises or property therein belonging to Landlord, or permit any person to do so.
 - (ii) Commit waste on the Premises, or maintain or permit to be maintained a nuisance thereon.
 - (iii) Park or store any vehicles in areas not authorized in writing by Landlord or Association for such use or for Tenant's use.
 - (iv) Make any changes, alterations or improvements of any kind in or to the Premises without Landlord's prior written consent. Prior to the expiration of the Lease, at Tenant's own cost and expense, remove any wall covering or any attachments Tenant may have installed;

and shall restore the wall to its condition prior to the installation of any attachments and shall restore all interior surfaces.

- (v) Smoke any tobacco or other product on the Premises of the Lido Beach Club, including within the confines of the unit, the unit balcony or Lido Beach Club common areas.

ARTICLE VIII - DEFAULT

(a) If Tenant fails to keep any of Tenant's agreements mentioned in the Lease, other than Tenant's agreement to pay rent, or if Tenant engages in objectionable conduct, or if the Premises are damaged because of negligence or misuse by Tenant, a member of his family or other person on the Premises with his consent, then, in any one or more of such events, Landlord may serve upon Tenant the seven day notice referred to in Section 83.56(2), Florida Statutes, and if such default of Tenant has not been cured and corrected or objectionable conduct stopped within said seven day period, then at the end of said seven days, Landlord may at its option, either (i) terminate the Lease by serving upon Tenant a three day notice of Landlord's election to do so, and upon the expiration of said three days the Lease shall terminate and Landlord shall retake possession of the Premises for his own account, or (ii) retake possession of the Premises for the account of Tenant, who shall remain liable to Landlord, and in either event Tenant shall give up the Premises to Landlord.

(b) If Tenant shall make default in the payment of the rent, and such default shall continue three days after the giving of the written three day notice referred to in Section 83.56 (3), Florida Statutes, Landlord may at Landlord's option, either (i) terminate the Lease and retake possession of the Premises for his own account, or (ii) retake possession of the Premises for the account of Tenant, who shall remain liable to Landlord; and in either event Tenant shall give up the Premises to Landlord.

In the event of any default described above, the Association, as agent for the Landlord, may bring an eviction proceeding against the Tenant to remove the Tenant from the Premises. If successful, the Association is entitled to an award of its reasonable attorney's fees and costs.

ARTICLE IX - DESTRUCTION OF PREMISES

(a) If the Premises are damaged or destroyed so that the enjoyment of the Premises is substantially impaired, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Premises have been repaired or restored by Landlord, provided, however, that in the event of such substantial impairment, Landlord or Tenant shall have the right to terminate the term of the Lease by giving notice to the other of his exercise of such right at any time within thirty

days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in the notice (which shall be not more than fifteen days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease. If Tenant exercises the option to terminate the Lease Tenant must immediately vacate the Premises. If neither Party has given the notice of termination as herein provided, Landlord shall proceed to repair the Premises, and the Lease shall not terminate.

(b) If the Premises shall be partially damaged or partially destroyed, without substantial impairment of Tenant's enjoyment of the Premises, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the Premises which is usable by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant resulting in any way from such damage or the repair thereof. If the Premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent, there shall be no apportionment or abatement of rent.

ARTICLE X - FEES AND EXPENSES

If Tenant shall default in the performance of any provision of the Lease on Tenant's Part to be performed, or if Landlord is required to take any action to enforce the Lease or to defend the validity of or interpret the Lease, then Landlord shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorneys' fees. Such fees and expenses shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of a bill to Tenant concerning such costs and expenses.

In the event of the employment of an attorney by Landlord/Association because of the violation of any term or provision of this lease by the Tenant, Tenant shall pay Landlord/Association's costs and reasonable attorney's fees, whether suit be brought or not, including appellate court costs and attorney's fees, if any.

ARTICLE XI - END OF TERM/ABANDONED PROPERTY

At the end of the term, Tenant shall vacate and surrender the Premises to Landlord, broom clean, and in as good condition as they were at the beginning of the term, ordinary wear and tear and damage by any casualty and the elements excepted, and Tenant shall remove all of Tenant's property. All property, installations and additions required to be removed by Tenant at the end of the term which remain in the Premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenant's expense.

ARTICLE XII - WAIVER OF TRIAL BY JURY

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the Lease or Tenant's use and occupancy of the Premises, other than an action for personal injury.

ARTICLE XIII - QUIET ENJOYMENT

Landlord agrees with Tenant that upon Tenant paying the rent and performing all of terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant may peaceably quietly enjoy the Premises.

ARTICLE XIV - LANDLORD'S RIGHT OF INSPECTION / ASSOCIATION'S ACCESS TO UNIT

Landlord and Tenant acknowledge and agree that the Association shall be entitled to access to the unit in accordance with Florida Statute, Section 718.111(5) and the condominium documents. For the purpose of allowing entry under this provision of this lease agreement, Tenant agrees to provide Landlord/Association with a key to the leased unit, and agrees to obtain the written consent of Landlord and the Association prior to placing additional or alternate locks on any door or window; if such consent is obtained, Tenant shall supply Landlord and the Association with a key to each additional or alternate lock.

The Landlord/Association shall have the right to inspect the unit to determine compliance with the Florida Statutes and/or the provisions of the Condominium Act. Otherwise, Landlord's right to enter shall be governed by the appropriate provisions of the Florida Statutes, it being specifically understood that hurricanes or severe weather warnings shall constitute an emergency under this section.

ARTICLE XV - HOLDING OVER - DOUBLE RENT

If Tenant holds over and continues in possession of the Premises, or any part thereof, after the expiration of the Lease without Landlord's permission Landlord may recover double the amount of the rent due for each day Tenant holds over and refuses to surrender possession.

ARTICLE XVI - "AS IS"

Tenant has inspected the Premises and is familiar and satisfied with its present condition. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken. Landlord hereby discloses that the Premises was constructed during a time period when lead-based paint may have been used.

ARTICLE XVII - NO WAIVER OF LEASE TERMS

The failure of Landlord or Tenant to take any action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease. No act or agreement to accept surrender of the premises from Tenant shall be valid unless in writing signed by Landlord.

ARTICLE XVIII - WAIVER OF ASSOCIATION LIABILITY/ INDEMNIFICATION

The Landlord/Association shall not be liable to Tenant, or Tenant's family, guests, agents, invitees, employees or servants for damage to person or property caused by other residents or other persons. Tenant agrees to indemnify, defend and hold Association harmless from and against any claims for damages to person or property arising from Tenant's use of the premises, or from any activity or work permitted to be suffered by Tenant in or about the premises. Association shall not be liable for personal injury, or damages to Tenant's personal property from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, riots or other causes whatsoever; also, if any of the Association's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in his contract, such employee shall be deemed the agent of Tenant regardless of whether payment is arranged for such service; and Tenant agrees to indemnify, defend and hold the Landlord and Association harmless from all liability in connection with such services. Tenant agrees to notify the Landlord/Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other person in any of the aforesaid circumstances.

ARTICLE XIX - NO VERBAL AGREEMENTS/SUCCESSOR INTERESTS

The agreements contained in the Lease set forth the entire understanding of the parties, shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing executed by the parties.

ARTICLE XX - CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Tenant, and his family, guests, invitees, licensees and servants, agree to take subject to, assume and abide by the Declaration of Condominium, Articles of Incorporation, Bylaws and **Rules and Regulations** and all their amendments and exhibits incorporated thereto and by execution of this lease agreement Tenant acknowledges that Tenant has received copies of the foregoing documents. **Tenant specifically but without limitation acknowledges that Tenant has received the Rules and Regulations of the Association and Tenant understands that Tenant takes subject to same and agrees to abide by such Rules and Regulations, the Declaration of Condominium and all its exhibits, as same may be amended from time to time, and that the breach by Tenant (or his family, guests, invitees, licensees and servants) of any such rule or regulation, or of any terms, conditions and covenants of the Declaration of Condominium or the exhibits thereto, shall constitute a breach of a substantial obligation under this lease agreement. Failure of Tenant to abide by said**

condominium documents and/or Association Rules and Regulations shall entitle the Landlord, and shall entitle the Association, to all the rights of Landlord, to terminate this lease and evict Tenant. In the event Association brings any action, proceeding, arbitration, litigation or non-litigation enforcement or compliance action to terminate this lease and/or evict Tenant and/or enforce compliance with any of the terms of this lease or the condominium documents or ***Association Rules and Regulations***, Association shall be entitled to recover from Landlord and/or Tenant, jointly and severally, all costs and reasonable attorney's fees incurred therefore, whether suit be brought or not, through the appellate level.

ARTICLE XXI – OWNER RESPONSIBILITIES

The Landlord acknowledges that he has read the ***Association Rules and Regulations*** and understands that he may be held liable for the acts of Tenant(s) and their Guests, including fines and other sanctions.

In the interest of encouraging a safe and enjoyable rental experience of the Tenant and respect for the other persons residing at the Lido Beach Club, the Landlord affirms that he has:

- (a) Provided the Tenant with a copy of the ***Association Rules and Regulations***.
- (b) Provided the Tenant with instructions concerning operation of the major utilities, appliances and safety procedures within the unit.

IN WITNESS WHEREOF, the parties have executed the Lease as of the day and year first above written.

Landlord

By: _____

Tenant(s)

By: _____

Approved by: _____
Screening Committee Chair Date

Disapproved by: _____
Screening Committee Chair Date

