

# Contract to Lease

(This is not a Lease. A Lease should be signed before occupancy.)

1. **Parties:** \_\_\_\_\_ (Prospective "Landlord") and \_\_\_\_\_ (Prospective "Tenant") agree to execute a lease agreement ("Lease") no later than \_\_\_\_\_ [date] for the property described below. The Lease will include the terms set forth in Paragraphs 3–12 of this Contract to Lease ("Contract") and other mutually agreeable terms.  Landlord  Tenant (Landlord if left blank) will prepare the Lease.

2. **Deposit:** With the intention of entering into a Lease with Landlord, Tenant has paid \$ \_\_\_\_\_ ("Deposit") to \_\_\_\_\_ [deposit holder]. Upon execution of a Lease by both parties, the parties authorize the deposit holder to transfer the Deposit according to Landlord's instructions, and Landlord will credit the Deposit to the money due under Paragraph 5 below.

3. **Property Address:** \_\_\_\_\_  
\_\_\_\_\_

The property will be  unfurnished  furnished (attach inventory).  
The property will be used for only residential purposes and occupied by only Tenant \_\_\_\_\_

**MAKE SURE LANDLORD AND TENANT UNDERSTAND HOW THIS DEPOSIT WILL BE DISBURSED!**

4. **Lease Term:** The lease will begin on \_\_\_\_\_ [date] and end on \_\_\_\_\_ [date].

5. **Money Due before Occupancy:** Tenant will pay the sum of \$ \_\_\_\_\_ before occupying the property. Tenant will not be entitled to move in or to key the property until the sum of \$ \_\_\_\_\_ before occupancy has been paid. If no date is specified below, then funds will be due on \_\_\_\_\_.

**Section 16 states renter must give landlord the deposit if they fail to adhere to this agreement.**

First month's rent plus applicable taxes	\$ _____	due _____
Advance rent for month of _____ plus applicable taxes	\$ _____	due _____
Last month's rent plus applicable taxes	\$ _____	due _____
Security deposit	\$ _____	due _____
Security deposit for Association	\$ _____	due _____
Pet deposit	\$ _____	due _____
Other: _____	\$ _____	due _____
Other: _____	\$ _____	due _____

The Paragraph 2 Deposit will be credited as follows: (Check as applicable)

- \$ \_\_\_\_\_ to first month's rent       \$ \_\_\_\_\_ to security deposit  
 \$ \_\_\_\_\_ to last month's rent       \$ \_\_\_\_\_ other (specify) \_\_\_\_\_

(If left blank, the Deposit will be credited to the first month's rent. Any remaining balance will be credited to the amounts due in the following order: 1) security deposit, 2) last month's rent, and 3) advance rent.)

6. **Rent Payments, Taxes, and Charges:** Tenant will pay total rent for the Lease Term of \$ \_\_\_\_\_ (excluding taxes). Tenant will also pay total taxes on the rent when applicable in the amount of \$ \_\_\_\_\_. Tenant will pay the rent, including taxes when applicable, as follows: (Check one)

- in full on \_\_\_\_\_ [date] in the amount of \$ \_\_\_\_\_.  
 monthly, on the \_\_\_\_\_ day (the 1st day if left blank) of each month in the amount of \$ \_\_\_\_\_.

7. **Pets:**  prohibited  permitted, as described \_\_\_\_\_

8. **Smoking:**  prohibited  permitted

9. **Utilities:** **Tenant** will pay for all utility services during the Lease Term, connection charges, and deposits for activating existing utility connections to the property except for \_\_\_\_\_, which **Landlord** agrees to provide at **Landlord's** expense.
10. **Maintenance:** **Landlord** will be responsible for maintenance and repair of the property except for \_\_\_\_\_, which **Tenant** agrees to maintain and repair.
11. **Servicemember Status:** Is the Prospective **Tenant** a servicemember as defined in F.S. 250.01? NO  YES  If yes, Landlord must provide a written approval or denial of **Tenant's** application within seven days after receipt. If **Tenant** is denied, **Landlord** must provide a reason for the denial to the **Tenant**.
12. The following real estate brokerages ("Brokers") are the only Brokers involved in the procurement of this Contract to Lease and shall be paid commissions in the amounts set forth below upon full execution of a Lease.

Listing Brokerage: \_\_\_\_\_ Commission: \_\_\_\_\_  
 Tenant's Brokerage: \_\_\_\_\_ Commission: \_\_\_\_\_

**RENEWALS:** Landlord shall pay to the Brokers (to be split equally) a lease renewal/lease extension commission equal to the greater of \_\_\_\_\_% of the gross rent for such renewal/extension or the amount set forth in Landlord's listing or other brokerage agreement with the Listing Broker. This shall be due upon the execution of the renewal/extension. This provision shall survive any subsequent lease between Landlord and Tenant.

**SALES:** In the event that the subject property is sold to any tenant or occupant identified in the lease or any member of their immediate family or any entity in which they have an interest during the term of the Lease (or any renewal, extension or new lease term), Landlord shall pay the Brokers (to be split equally) a sales commission equal to the greater of \_\_\_\_\_% of the sales price or the amount set forth in Landlord's listing or other brokerage agreement with Listing Broker. This provision shall survive any subsequent agreement between Landlord and Tenant.

13. **Association Approval:** Where applicable, the lease will be contingent upon condominium/cooperative/homeowners' association ("Association") approval.  **Landlord**  **Tenant** will pay a nonrefundable application fee of \$\_\_\_\_\_ and make application for Association approval by \_\_\_\_\_ [date]. If such approval is not obtained before beginning of Lease Term, either party may terminate the lease by written notice to the other at any time before Association approval; and **Tenant** will receive a return of all Deposits paid. If the lease is not terminated, rent will abate until Association approval is obtained.
14. **Additional Terms:** (Notice to **Landlord** and **Tenant:** You or your attorney must make any amendments to the lease form.) \_\_\_\_\_

15. **Background/Credit/Reference Check:** If **Landlord** determines that **Tenant's** background, credit, or reference check is not acceptable, **Landlord** may terminate this Contract by refunding the Deposit to **Tenant**; thereupon, the parties will be released from all obligations under this Contract.

16. **Failure to Perform:** If **Tenant** fails to perform any of the promises of this Contract, the Deposit paid by **Tenant** may be retained by or for the account of **Landlord** as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; and the parties will be released from all obligations under this Contract. If **Landlord** fails to perform any of the promises of this Contract, **Tenant** may elect to receive a refund of Deposit paid without waiving any action for damages resulting from **Landlord's** breach.



**If Tenant simply decides they do not want to execute a lease any longer they are in default of this Contract and Landlord is owed the deposit.**

**BE CAREFUL!**

**This Contract is not a Lease. Once the parties enter into a Lease, Lease provisions that conflict with provisions of this Contract will control. This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.**

\_\_\_\_\_  
**Prospective Tenant**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Prospective Tenant**

\_\_\_\_\_  
Date

**Prospective Tenant's Address:** \_\_\_\_\_

Telephone and Email: \_\_\_\_\_

\_\_\_\_\_  
**Prospective Landlord**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Prospective Landlord**

\_\_\_\_\_  
Date

**Prospective Landlord's Address:** \_\_\_\_\_

Telephone and Email: \_\_\_\_\_