

BEUMER REALTY

12510 GULF BEACH HWY
PENSACOLA, FL 32507
OFFICE: 850-492-0446 FAX: 850-492-0113
EMAIL: BEUMER.REALTY@PRODIGY.NET
WWW.BEUMERREALTY.COM

LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

Received from:_____

hereinafter referred to as Tenant, the sum of_____DOLLARS. evidenced by Check#_____ , Cash, Money Order, Cashier's Check (Circle one) as a deposit which upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	RECEIVED	PAYABLE PRIOR TO OCCUPANCY
Rent for the period from_____to_____	$_____	$_____
Rent for last month of lease period _____	$_____	$_____
Pet deposit ☐ NON-REFUNDABLE ☐ REFUNDABLE	$_____	$_____
Security deposit held by: Beumer Realty Rental Escrow Warrington Bank Account # 05-042-3.....	$_____	$_____
ISSUED: Set of keys_____Garage door opener(s)_____Other_____ Pool keys_____ Mailbox keys_____	$_____	$_____
TOTAL.....	$_____	$_____

In the event that this agreement is not accepted by the Owner or his authorized Agent within 10 days, the total deposit received shall be returned. Tenant hereby offers to rent from the Owner the premises situated in Pensacola, County of Escambia, State of FL., described as:

_____, consisting of;
Address, City, State and Zip

_____ upon the following terms and conditions:
Description

TERM: The term hereof shall commence on _____ and continue:
Date

(CHECK & INITIAL APPROPRIATE CLAUSE)

_____ ☐ until _____
Date

_____ ☐ **CONTINUATION CLAUSE**: If this block is checked, this lease shall automatically renew itself for one additional like term and rate, unless Owner or Tenant gives thirty (30) days written notice of intention to terminate the lease at the expiration date shown above.

_____ ☐ on a month to month basis thereafter until either party shall terminate the same by giving the other party 30 days written notice delivered by certified mail or in person, provide the Tenant agrees not to terminate prior to the expiration of _____ months.

RENT: Rent shall be $_____ per month, payable in advance, upon the first day of each calendar month to: **Beumer Realty** (at the following address): **12510 Gulf Beach Hwy Pensacola, Florida 32507.** In the event the rent is not paid within **FIVE (5)** days after due date, Tenant agrees to pay a late charge of **$50.00** plus **$5.00** per day after ten days delinquent period. Tenant agrees further to pay $50.00 for each dishonored bank check. _____
Tenant Initials

MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

Copy Mailed to Owner _____

UTILITIES: Tenant shall be responsible for the payment of all utilities and services except_____ _____which shall be paid by Owner. If not supplied, Tenant agrees to contract for commercial trash collection and not allow trash to collect on the premises for more than three (3) days.

USE: The premises shall be used as a residence by the undersigned Tenants with no more than _____adults and _____children and for no other purpose without the prior written consent of the Owner. Occupancy by guests staying over 15 days will be considered in violation of this provision.

PETS: No breed of aggressive dog including, but not limited to, Pit-bull, Doberman pinscher, or Rottweiler are permitted on the premises of any and all properties. No pets shall be brought on the premises without the prior written consent of the Owner. If pets are authorized by the Owner, Tenant agrees to correct any damages, (to include, but not limited to deodorization, carpet replacement, wood damage, yard maintenance, etc.) to the premises caused by the pets. If the authorized pet is a dog or cat, Tenant agrees to have all carpets commercially cleaned, deodorize and the entire premises commercially treated for fleas by a licensed vender approved by Beumer Realty upon termination of the leasing agreement. Pets Authorized:

_____
Number of pet(s), breed and size

HOUSE RULES: In the event that the premises or a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including but not limited to rules with respect of noise, odors, disposal of refuse, pets, parking and use of common areas. Tenant shall not have a waterbed on the premises without the written approval of the Owner.

ORDINANCES AND STATUTES: Tenant shall comply with all statute, ordinances, and requirements of all municipal, statutes and federal authorities now in force or which may hereafter be in forced, pertaining to the use of the premises.

ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner which may not be unreasonably withheld.

HOUSING CONDITION REPORT: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicate on a **COMPLETED Housing Condition report**. Form (NPWCEN 1101) will be submitted to Beumer Realty prior to occupancy, but no later than 5days of move in date for review and concurrence. Owner may at any time give Tenant a written inventory of furniture and furnishing on premises and Tenant shall be deemed to have possession of all said furniture and furnishing in good condition and repair, unless he/she objects thereto in writing within five days after receipt of such inventory. Form (NPWCEN 1101) and written inventory of furnishing (if any) becomes an attachment to this lease.

MAINTENANCE, REPAIRS, OR ALTERATIONS: Tenant shall, at his own expense, and at all times, maintain the premise in a clean and sanitary manner including all equipment, appliances, furniture and furnishing therein and shall surrender the same, at the termination thereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his/her negligence and that of his family or invitees and guests. Tenant shall not paint; paper or otherwise redecorate or make alteration to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds is such ground area part of the premises and are exclusively for the use of the Tenant.

PLEASE READ AND INITIAL

If surrounding grounds are not maintained and irrigated, Beumer Realty will have the right to contract a yard maintenance vendor and bill tenant for the cost of the services. Tenant shall make diligent effort to protect all plumbing during periods of freezing temperature and shall be responsible for any damage caused by neglect such as leaving heat off, failing to drain irrigation pump, not running water through exposed exterior wall plumbing, or leaving exterior garden hoses connected. Tenant agrees to inspect and change as required all heating/air conditioning filters every thirty (30) days in order to reduce energy consumption and system maintenance. Any maintenance charges incurred due to a dirty filter will be the charged to the tenant. **NOTE: CHANGING THE FILTER ON A REGULAR BASIS WILL REDUCE YOUR MONTHLY ELECTRIC BILL.**

UPON VACATING

(1) Tenant agrees to have the carpets commercially cleaned and pest control professionally applied by licensed vendor approved by Beumer Realty at Tenant's expense, when the property is vacated.
(2) A One Hundred Fifty Dollars ($150.00) basic house cleaning charge will be deducted from Tenant's security deposit upon vacating. Additional charges may be required depending on the "Check Out" condition of the home.

_____
Tenant Initials

ENTRY AND INSPECTION: Tenant shall permit Owner or Owner's Agents to enter the premises at reasonable times, normally with 24 hours notice for the purpose of making necessary or convenient repairs, or to show the premises to prospective tenants, purchasers or mortgagees. Emergency entry is authorized without notice in the event of a threat to life or property.

INDEMNIFICATION: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or any party thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of owner, his agents, or his employees. Tenant agrees to hold owner harmless from any claims for damages no matter how caused, except for injury or damages for which owner is legally responsible. Tenant agrees to carry personal property/liability insurance during the term of this lease.

POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, owner shall not be liable for any damage caused thereby, and this agreement shall be voidable, but Tenant shall not be liable for any rent until possessions delivered. Tenant may terminate this agreement if possession is not delivered within ten (10) days of the commencement of the tern hereof.

DEFAULT: If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days and written notice of such default is given in the manner required by law, the owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property while in default of the payment of rent, owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the owner reasonably believes that such abandoned properties are of no value, it may be discarded. All other property abandoned on the premises is hereby subject to a lien in favor of the owner for the payment of all sums due hereunder to the maximum extent allowed by law. In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

SECURITY DEPOSIT: The security deposit set forth above, shall secure the performance of Tenant's obligation hereunder. Owner may but shall not be obligated to apply all or portions of said deposit on account of tenant's obligations hereunder. Any balance remaining upon termination shall be returned to tenant. **Tenant shall not have the right to apply the Security Deposit in payment of the last month's rent.**

DEPOSIT REFUNDS: Upon vacating of the premises for termination of the lease, the landlord shall have 30 days to return the security deposit **OR** in which to give the tenant notice in person or by certified mail to the Tenant's last known mailing address of his intention to imposes a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form as required by S 83 49 (3), Florida Statutes: This is a notice of Owner's /Owner Agent's intention to impose a claim for damages in the approximate amount of $(DOLLAR AMOUNT) upon your security deposit due to (POTENTIAL CLAIMS/ CHARGES). You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or Owner/Agent will be authorized to deduct my claim from your security deposit. Your objection must be sent to **Beumer Realty 12510 Gulf Beach HWY, Pensacola, Florida 32507**, if the Owner/Agent fails to give the required notice within the 15 day period, he/she forfeits his/her right to impose a claim upon the security deposit. Unless the Tenant objects to the imposition of the Owner/Agent's claim or the amount thereof within 15 days after receipt of the Owner/Agent's notice of intention to impose a claim, the Owner/Agent's may then deduct the amount of his claim and shall remit the balance of the deposit to the Tenant within 30 days after the date of the notice of intention to impose a claim for damages. If either party institutes an action in a court of competent jurisdiction to adjudicate his/her right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his/her attorney the court shall advance the cause of the calendar.

ATTORNEY'S FEE: In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all cost incurred in connection with such action, including reasonable attorney's fee.

WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's right to the full amount thereof.

NOTICES: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the premises or to Owner at the address shown below or at such other places as may be designated by the parties from time to time.

HOLDING OVER: Any holding over after expiration hereof, with the onset of Owner, shall be construed as month-to-month tenancy in accordance with the thereof, as applicable, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by person or certified mail.

TIME: Time is of the essence of this agreement.

MILITARY CLAUSE (for Active Duty Military Only):

1. It is expressly agreed that:

a) if the Lessee herein should receive official orders relieving his/her from his/her duty station at_____transferring the lessee to a duty station, the main gate of which is more than thirty (30) miles as traveled by automobile from the main gate of the Lessee's present duty station; or

b) if the Lessee is retired or relieved from active duty in the Armed Forces of the United States; or

c) if the Lessee dies during the term of the lease; or

d) if military family housing is made available to the Lessee after fulfilling_____months of the term of this lease;

2. If the Lessee receives official orders requiring detachment within the next thirty (30) day period and cannot provide thirty (30) days notice of termination of the lease, a minimum of fifteen (15) day written notice is required. If the date of such termination should fall between days on which rent becomes due, there shall accrue on the first day of the rental period in which such termination shall take effect a proportionate part only of the rent which would be due but for such termination.

NOTE: ☐ If this block is checked terms of the USN HRO transfer clause shown above will be honored individually with remaining tenants assuming full responsibility of this lease but with the authority to replace transferred person with one of their choice. (For multiple military occupancy only.)

RADON GAS NOTICE: To prospective Purchaser/Tenant - 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 set guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from our county public health unit. Sec 404.056(*), Florida statutes.

SMOKING: No smoking is permitted in any air-conditioned or heated space within any and all of the properties.

ADDITIONAL TERMS AND CONDITIONS

(1) _____

(2) _____

(3) _____

The undersigned Tenant hereby acknowledges receipt of a copy hereof. DATE:_____

_____ _____
Agent Tenant

_____ _____
Owner Tenant

_____ _____
Tenant

Make checks payable to: (Mail or deliver)

Beumer Realty
12510 Gulf Beach HWY
Pensacola, FL 32507

(Include a $50.00 late fee after the 5th of the month)

AIRPORT ENVIRONS
REAL ESTATE LEASE DISCLOSURE

This disclosure is being provided, pursuant to Escambia Country Ordinance No. 2001-13 as amended by Ordinance No. 2001-26, Ordinance No. 2001-38 and Ordinance No. 2001-__which requires any owner of real property who leases real property within the established clear zones, accident potential zones or noise zones identified with Naval Air Station Pensacola including (Sherman Field and OLF Saufley) Airport Environs Overlay Zones, more specifically set forth and described in Article Eleven of the Escambia County Land Development Code, to provide any lessee the following notice for the lease of the property:

To:_____
(Lessee)

The property at: _____
(Street Address and Zip Code)

is located within the Airport Environs Overlay Zones of Naval Air Station Pensacola (Sherman Field and OLF Saufley). Clear Zones and Accident Potential Zones (hereinafter referred to as APZ's) are areas, which pose a higher risk of aircraft accidents than other locations. Clear zones and/or APZ-1 poses a higher risk than APZ-2, although all such zones are noted for the hazards faced by those who dwell beneath them. Residents who live within the 65 Ldn may expect frequent exposure to noise at or below the 65dB level. Residents who live within the 75 Ldn may expect frequent exposure to noise at or below the 75 dB level. Residents who live within greater than 75 Ldn may expect frequent exposure to noise above the 75 dB level.

This property is located within: (Check which zones apply)

CLEAR ZONES

NAS Pensacola (Sherman Field)	
OLF Saufley	

ACCIDENT POTENTIAL ZONES

APZ-1	
APZ-2	

NOISE ZONES

65 dB Day-Night Average Sound Level(Ldn) (Noise Level 1)	
75 dB Day-Night Average Sound Level (Ldn) (Noise Level 2)	
Greater than 75 dB Day-Night Average Sound Level (Ldn) (Noise Level 3)	

CERTIFICATION

OWNER/AGENT:
As the owner/agent of the property named above, I hereby certify that the lessee, named below has been notified that the subject property is located in one of the aforementioned clear zones, APZ's and/or noise zones in accordance with the Escambia County Code of Ordinances.

Dated this _____day of _____, 20___.

OWNER/AGENT

_____
(Signature)

_____
(Print Name)

_____
Witness

_____
Witness

LESSEE:
As the lessee of the subject property, I hereby certify that on this date I have been informed by the owner or the owner's agent that the subject property is located in one of the aforementioned clear zones, APZ's or noise zones and I understand this disclosure that I have signed as it applies to the subject property.

Dated this _____day of _____, 20___.

LESSEE

_____
(Signature)

_____
(Print Name)

_____
Witness

_____
Witness