

Resident Handbook



Full Service Property Management

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michelleandtrey.com

***This “Resident Handbook” is part of your lease agreement
and is legally binding on both parties.***

Visit the “Residents” section of our website @
www.FullServicePropMgt.com for the most
up-to-date version of the Resident Handbook

We are delighted to have you as our resident(s). It is our goal to make your experience with Full Service Property Management a pleasant one. Along with your lease agreement, this document is an essential reference tool. It contains useful information that will assist in creating a satisfying experience. This Resident Handbook is created to describe our responsibility to you, as well as your responsibility to us, the home, and the homeowner. We truly believe that we are better able to maximize your experience when you, our residents, understand our policies and procedures.

Occasionally we will update this handbook. Please visit our website and/or contact our office for the latest version.

Welcome to Full Service Property Management!



Office Hours:

Monday - Friday
9:00am - 5:00pm

Saturday
10:00am - 2:00pm

Sunday
By Appointment Only



Get To Know Your Property

When you first move in it is important to locate various items throughout the home. Be sure you know the location of:

- Breaker Box (locate GFI, stove/oven, water heater, a/c and heating breakers)
- Ground Fault Interrupt switches on outlets
- Water Shut Off Valves (main, under sinks and/or toilets, water heater)

Knowing the location of such items now may prevent or minimize damage later. Contact us if you are unsure where to locate the above items.

General Rules and Regulations

This "Resident Handbook" is part of your lease agreement and is legally binding on both parties.

The Property

You have leased a home, so think of it as your own. During the term of this lease, you are in possession of the house and the yard. Your obligations are similar to those of the owner and you are expected to maintain the premises accordingly. If at any time you are unsure if something is your responsibility, contact FSPM immediately.

Contact Information

All residents are required to have telephone accessibility and to provide Full Service Property Management (FSPM) with at least two (2) valid phone numbers at which each resident can be reached. Even unlisted numbers must be provided. A valid contact email address must also be provided. It is the residents' responsibility to notify FSPM of any change in contact information immediately.

Guests

A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours. Only the persons listed on the lease have permission to occupy the premises. If for any reason you would like to add another Resident to the lease, you must contact FSPM *before* they move in. Each person must go through the application and approval process. You are responsible for the behavior of any and all guests; and all portions of this agreement also apply to your guests.

Rental Payments

Cash will NOT be accepted under any circumstances. The FULL payment must be received by FSPM by the due date in order to avoid late fees.

All rents are due in our office before the close of business on the date described in your lease. Monthly bills will not be sent. We provide three recommended methods of payment:

1. Set up automatic payment through your bank.
2. Mail your payment, in the form of a check or money order to: Full Service Property Management
1400 Chalet Suzanne Road
Lake Wales, Florida 33859
3. Pay in person at the address above during regular business hours (Monday-Friday, 9:00am to 5:00pm/Saturday, 10:00am to 2:00pm). This payment must also be in the form of check or money order and should include your property address.

Pre-addressed envelopes are provided for your convenience (at your request). Be sure to allow ample time for delivery of the mail, as your payment must be received by our office on or before the close of business on the due date. Also be sure to write the property address on your payment to ensure proper credit. Rents not paid on time will be subject to late fees as described in your lease. These late fees should be calculated and paid with your late payment. Any funds paid late must be in the form of a money order or cashier's check. Personal checks will not be accepted for late payments. In addition Resident(s) may be responsible for fees and charges associated with the delivery of a three day notice.

Returned Checks

The amount of any non-sufficient funds checks, plus a fee, must be paid in either certified funds or a money order within 24 hours of notification, or legal action may be taken without further notice. If the returned check makes your rent payment late, additional fees will also be due. All amounts must be paid in full at the time of notification. If a personal check is returned for any reason, Full Service Property Management requires that all future payments be made by money order or cashier's check.

Default of Rental Checks

If the rent is not received by the close of business on the first day of the month in which it is due (or by the due date stipulated in the lease), the resident will be responsible for all fees, court costs, and legal and collection fees incurred by efforts to collect the rent due. If rent is paid while legal action is in process, it must be in the form of certified funds. A separate written agreement must be reached if legal action is to be stopped.

Pets

No pets or animals of any kind are allowed on the property at any time, unless you have specific written permission in the form of a completed pet addendum as part of the lease AND you have paid the pet deposit and/or fee as required. *Visiting pets are NOT allowed.*

If FSPM finds that a pet is being, or has been, kept on the premises without the required permission, documentation, and deposit/fee, the non-compliance may be considered grounds for termination of the lease agreement.

Residents will be charged for spraying for fleas and/or for any damage caused by pets – this includes the remediation of any pet or pet urine smell. Resident is responsible for your animal at ALL times. See your "Pet Addendum" for further information.

Please remember that keeping a pet on the premises is a revocable privilege and not a right.

Security Deposit

RESIDENT MAY NOT DICTATE THAT THE SECURITY DEPOSIT BE USED FOR RENT DUE!

The security deposit will be refunded within 30 days of your move-out and return of the keys, garage door opener(s), mailbox key(s), gate and/or clubhouse passes, as applicable. Notice will be given via certified mail if a claim will be made against your deposit within 15 days of your move-out and return of above items. Return of the security deposit is subject to the following provisions:

- a) Resident has given thirty (30) days written notice to FSPM prior to vacating (and prior to the end of any rental period), the full term of the Agreement has expired, and the Resident has complied with all other provisions.
- b) All charges due, including rents and fees, maintenance or repair costs that are the Resident's obligation, and any other fees or charges that may be due by the Resident have been paid in full.
- c) No damage to the premises or its contents beyond normal wear and tear is evident. All walls are clean and unmarred. Resident understands that any expenses incurred by Lessor to return the premises to the same condition as when Resident moved in, allowing for reasonable wear and tear, shall be paid by Resident.
- d) The entire dwelling, including but not limited to carpets, bathroom and fixtures, floors, windows inside and out, window blinds, ceiling fans and light fixtures, all appliances, closets and cupboards are thoroughly clean and free of insects.
- e) All debris, rubbish, and all personal property has been removed from premises and disposed of properly.
- f) The HVAC system has been left clean and in satisfactory condition and the filter has been changed.
- g) The lawn has been cut and edged, shrubs have been trimmed and debris properly removed from the premises.

Please note: The security deposit will be returned via mail in ONE check issued to all the adult residents listed on the lease.

Alterations to the Property

Any changes that you would like to make to the premises MUST be submitted in writing to FSPM before any work begins. In addition, you must submit samples of the paint/wallpaper and/or a drawing of the proposed work (e.g., adding a fence). If approved, you will receive a written confirmation. All work must be done in a professional manner and must be inspected by FSPM after completion. Any reimbursements for completed work, if previously agreed to, will occur after inspection by FSPM.

Resident will be responsible for the cost of repair/removal of any unauthorized alterations. Resident may also need to return the property to its original condition, at Resident's expense.

Smoking

ABSOLUTELY NO SMOKING. Smoking is NOT permitted in or around the property by Tenant or guests under any circumstances.

Insurance

It is strongly urged that you obtain a renter's insurance policy. A copy of the declarations page should be given to Full Service Property Management during the first month you occupy the home.

Resident understands that the Homeowner's property insurance policy does NOT cover resident's personal property (including items in the refrigerator/freezer). Nor does it protect the resident from loss or liability. Resident is responsible for obtaining, and is strongly encouraged to acquire, renter's insurance.

Note: Some property owner's REQUIRE that you maintain a current renter's insurance policy for the duration of your lease agreement. Refer to your lease and/or contact FSPM with any questions.

Condominium/Homeowner Associations

Resident is responsible for obtaining a copy of the condo or homeowner association (COA or HOA) restrictive covenants, declarations, and rules. Resident agrees to abide by all applicable rules and regulations.

If applicable, the lease is subject to the approval of the condo or homeowner association, and Resident agrees to pay any association application fees necessary for such approval. Resident also agrees to pay any additional security deposit required by an HOA/COA.

Should FSPM or the property owner receive notification from the COA/HOA of violation of the rules, regulations, covenants and restrictions the cause of which are the result of the Residents' failure to maintain their rental home properly, or any notice of violation, the cause of which is directly attributable to the Residents, the Resident's guests or their invitees, then the Residents are responsible for the cost of curing any violation, legal and attorney fees, court costs, any and all fees, fines, penalties, the cost of travel and other incidentals such as photos, film, video tape, etc. and other costs that may be incurred by Full Service Property Management or the property owner.

Disturbances, Noise, and Nuisance

All Residents and guests are expected to conduct themselves in a way that will not offend or disturb the neighbors or passersby. Any activity that causes extreme or excessive noise, traffic, or disturbance of any kind may be cause for eviction. If music or other sound can be heard outside the perimeter of the premises leased, it is considered too loud.

Breaking the Lease

If you default on your lease, you will be responsible for all costs incurred in securing a new Resident, as well as any damage to the Lessor, monetary or otherwise, incurred as a result of the Resident's default. If you find that you must move prior to the end of your lease, we will market the property promptly, providing that you have given the proper 30 days written notice. You must pay a full month's rent for every month until the property is re-leased or your lease obligation ends, whichever comes first.

Forfeiting your security deposit does not excuse you from other obligations of the lease. You must follow all procedures for marketing, cleaning, and check-out. The most common charges for breaking a lease are:

- a) A re-leasing and/or breaking lease fee
- b) Rent until the new lease takes effect (or until the end of your lease)

- c) Lawn maintenance (you will need to arrange for that before you move)
- d) Utilities (keep them on in your name until notified of a new resident)
- e) Advertising

Utilities

It is your responsibility as the Tenant to order and/or transfer any and all utilities that are not provided by the homeowner, as the owner will be having these utilities terminated on the lease start date. Therefore, these utilities will need to be placed in your name on the lease start date and kept current at all times. Keep in mind that utility companies are often closed on weekends and holidays, so be sure to contact them in plenty of time to have proper arrangements made. You are responsible for any cost related to the installation and/or maintenance of phone lines, cable lines, satellites, outlets, and/or jacks, if you choose to have such services.

Parking/Vehicles

All vehicles shall be parked in assigned areas (garages, parking lots, driveways, parking pads, etc.) or along the curb on public streets where such parking is allowed by controlling ordinances. Parking on the grass, sidewalks, and any other area not specifically designated for parking is strictly prohibited. All vehicles must be registered, licensed, and operable at all times. No vehicle repairs - with the exemption of minor repairs, such as changing a tire - are allowed at any time. If your vehicle leaks oil or any other fluids, place a protective covering or catch pan under the vehicle to prevent staining of the garage floor, driveway, or walkways. Resident will be responsible for removing any such stains, if they should occur.

Periodic Property Reviews

Full Service Property Management will conduct periodic reviews of the premises to document its condition. Expect at least one such review, to be performed about six months into your lease. This review includes photos of the property with recommendations regarding upkeep, maintenance, and repairs. You will be notified of any deficiencies that are the residents' responsibility. In addition, you will be instructed to remedy the deficiency in a timely manner. Failure to correct any deficiencies after you have been notified could be considered a breach of the Lease Agreement and grounds for termination.

FSPM also uses this opportunity to look for any safety issues and/or any items that the homeowner needs to address or may need to address in the future.

You are expected to accommodate any such property reviews (walk-thrus) with reasonable notice. FSPM will do our best to provide as much notice as possible, but at times notice may be as little as 24-hours in advance.

Emergency Maintenance and Repairs

An emergency exists when danger is present or property damage has occurred or is about to occur. *Do NOT abuse the emergency system with other types of calls.* In many cases, what a Resident considers an emergency is not truly an emergency.

To report an emergency:

During business hours - Call the office at 863.676.4448 and report the emergency. You will be transferred to someone who can handle the situation.

During the evening and weekends - Call the emergency number at 863.528.3123. Be sure to leave a detailed message AND at least one number where you can be reached. Follow up with a text to this number indicating that there is an emergency and briefly describe the situation.

If at any point you must leave a message regarding an emergency, be sure to leave your name, a phone number where you can be reached, and the details of the emergency.

If the situation involves a fire or other such emergency, notify 911 or the proper authorities before contacting FSPM.

Resident is responsible for preventing any further damage from occurring, if possible. If there is a major water leak, immediately turn off the water supply and notify FSPM. If the problem is electrical, turn off the breaker serving that appliance or area - then notify FSPM. If there is a gas leak, immediately turn off the gas supply valve and contact the company that provides service to the property, then contact FSPM.

Full Service Property Management will arrange with vendors to make necessary repairs within a reasonable time. Resident's will NOT be reimbursed for unauthorized repairs.

See the "Emergency and/or Disaster Procedures" section for additional procedures.

Maintenance Requests

Maintenance Request (Work Order) Forms are available on our website. Put all routine maintenance and/or repair requests in writing using this form which is submitted electronically. Be specific about the problem. If you are not contacted by a repair person within 48 business hours of submitting your request (not including weekends or holidays), please notify FSPM so that the repair can be reassigned. You may also fax or email your requests to your property manager using the printable form that is also available via the FSPM website <https://www.fullservicepropmgt.com/work-order>

Scheduling Maintenance

Once you have contacted Full Service Property Management regarding a maintenance or repair request we will have a vendor contact you. It is the Resident's responsibility to schedule any necessary service calls with vendors once the vendor has contacted you. Resident is responsible for granting the vendor access to the premises. FSPM does not provide keys to vendors. The vendors are there to solve your maintenance problems, so please be courteous and polite. If you are verbally or physically abusive or threatening in any way the vendor has every right to leave the premises, even if the repair is not complete.

Unauthorized Repairs

Full Service Property Management must authorize ALL repairs and/or maintenance that the resident wishes to perform (or have performed). Please do not make any repairs or authorize any maintenance without written permission from FSPM. The cost and/or maintenance of any unauthorized repairs will be the responsibility of the Resident. Resident may also be responsible for returning the property to its original condition, at the

Resident's expense. Rent cannot be withheld because of needed repairs nor can the cost of needed repairs be deducted from the rent without prior approval.

Heating, Ventilating, Air Conditioning (HVAC) Systems

All HVAC filters need to be changed once per month. This will help the unit work more efficiently, reducing repair calls and helping to keep electric bills down. The AC return vents must be kept clear of obstruction, such as furniture and clothing. The area around the condenser (outside unit) should be kept clear of debris and other obstructions. Do not allow weeds and/or grass to grow up around the condenser unit. In addition, do not allow bushes or shrubs to grow above the top of the unit. It is also the Resident's responsibility to keep the drain line open and flowing to avoid AC outages.

NOTE: An HVAC system failure DOES NOT constitute an emergency. Every effort will be made to get a service technician scheduled as soon as possible. However if the problem occurs on a weekend or holiday, it may not be possible to have the unit serviced until the next regular business day.

Lawn and Grounds Maintenance

Resident is expected to care for the lawn and grounds (except where such maintenance is stated specifically in the lease as the Homeowner's responsibility). The lawn and grounds should be maintained in the same condition as they were when you took possession of the premises. This care includes: regularly cutting the grass, watering and fertilizing the lawn, trimming shrubs, edging all driveways, walkways and curbs, treating fire ant mounds, and preventing vines from growing onto the house or any other structure (such as fences). Resident is expected to keep shrub growth away from the roof, eaves, and sides of the house. Trees that were taller than the fascia of the home at move in are the Homeowner's responsibility. Homeowner's are also responsible for lawn pest control (except for the control of fire ant mounds). Flowering trees must be pruned at the proper time of year for their species and all flower/shrub beds must be kept free of weeds, grass, etc. Resident must maintain mulch cover. In addition, Resident is required to report any condition which can cause damage, permanent or temporary, to the grounds.

Irrigation

As mentioned previously, it is the responsibility of the Resident to maintain the condition of the lawn and grounds. This includes ensuring that the yard is being watered according to the city/county water restrictions. If an irrigation system is present and in working order when you take possession of the property, it is your responsibility to verify that the system is functional at all times. If any portion of the system (timer, sprinkler, etc.) is not functional at any time, please report the problem to FSPM. We will make every effort to get the repair made quickly, however it is your responsibility to continue to water the lawn (using hoses and sprinklers, if necessary) until the repair can be made.

Please pay attention to the lawn and notify FSPM of any brown/dead spots as they can indicate a problem with bugs or the irrigation system.

Just because the irrigation system is programmed/set to come on does not mean that it is working properly. Be sure to test the system on a regular basis and keep an eye on your water bill to be sure that the lawn is getting watered appropriately. If you need assistance in learning how to utilize your irrigation system, be sure to contact FSPM and we will provide instructions.

If the home does not have an irrigation system or if it is not functional when you take possession of the home, it is your responsibility to water the lawn according to city/county regulations.

Exterior Walls, Driveways, Walkways, and Garage Floors

Tenant is responsible for making reasonable efforts to keep the exterior walls, driveways, walkways, porch, and garage floors clean. This includes keeping plant growth away from these areas, as described in the section titled "Lawn and Grounds Maintenance". Residents are responsible for sweeping the aforementioned areas in order to prolong their cleanliness. Resident must also keep driveways, walkways, and garage floors free of any oils or other automotive fluids. With the exception of marks, stains, etc. left by Residents, the Homeowner is responsible for the cleaning/pressure washing of the aforementioned areas.

Light Bulbs

All burned out light bulbs are to be replaced during the Resident's occupancy at the Resident's expense - including flood lights. Upon move-out all lights must be equipped with the proper number and type of bulb. For decorative bulbs, all bulbs must match.

Plumbing and Septic Systems

Resident is responsible for keeping all sink, tub, shower, lavatory, and toilet drain lines open. Do not allow anyone to throw anything into the plumbing system or to use it for any other purpose aside for which it is designed. Sanitary products, diapers, diaper wipes, condoms, cotton swabs (Q-Tips), coffee grounds, cooking fats or oils, paper towels, facial tissues, cigarette butts, and other non-decomposable materials are NOT to be flushed down any toilet or otherwise deposited into the sewer/septic system.

If your property is on a septic tank system, you must purchase an appropriate enzyme product and flush into a functioning toilet, as directed on product. This type of regular septic tank maintenance is critical to avoid blockage, backing up of waste into the property, and responsibility for costly repairs.

Resident is responsible for any damage or stoppage unless it is caused by mechanical failure of the plumbing systems.

Pool Care

If the lease agreement states that Resident is responsible for pool care and service and the Resident fails to do so, Resident shall be in breach of the lease agreement and homeowner may hire a pool service or provide pool service at the Homeowner's choosing to avoid damage to the pool. The expense of such service will be charged to the Resident.

Waterbeds and Other Flotation Bedding Devices

Resident will be responsible for ANY and ALL damage caused by a waterbed or flotation-bedding device. Resident will have a current waterbed/flotation bedding device insurance policy in effect during possession of waterbed/flotation bedding device.

Walls and Ceilings

Please keep the walls of the home clean and unblemished. You are welcome to hang pictures on the walls, however screws, nails, etc. must be removed prior to vacating the premises. Walls must be clean and unblemished when you vacate the home. All walls, baseboards, and trim must be washed and ceiling must be dusted and free of cobwebs before vacating the premises. Remember that you must not paint or wallpaper without prior written permission from FSPM.

Floor Covering

FSPM expects that floors will sustain a reasonable amount of wear-and-tear from everyday living. However every effort should be made to ensure that all flooring incurs as little wear and tear as possible. With that in mind, we ask that you do not drag or slide furniture or other items across the floor. In addition, all floors must be cleaned regularly (see the following section, "Cleaning Guidelines"). Resident will be responsible for any damage to the floor such as broken tile, torn vinyl, ripped/cut carpet, and any damage due to a lack of cleaning or improper cleaning.

Dishwasher

The dishwasher should be used at least once per week. Seals may dry and the motor may be damaged by long periods of inactivity. After each use, clean the door and check the bottom of the dishwasher for items that may fall from the racks. Check the perimeter of the door regularly for food items that may have fallen from the counter.

Garbage Disposals

Garbage disposals are not for bones, eggshells, greasy items, meat, pasta, rice, coffee grounds, or any other similar item. If the motor buzzes, turn the switch off immediately as something may be jamming the blades. Verify that the object jamming the unit isn't something that shouldn't be placed in the disposal. There is usually a reset button (often red or yellow) on the bottom or the side of the disposal. BEFORE contacting Full Service Property Management to report a problem with your garbage disposal, be sure to press the reset button. The overwhelming majority of disposal troubles stem from the types of items that are placed in the disposal. Residents are responsible for any and all damage caused by allowing inappropriate items into the disposal, so please be extremely careful. Homeowners are not obligated to replace disposals if they break.

Washer and Dryer Hookups

Check all hoses and washers monthly to prevent leaks. You should also check the walls and floor by the washing machine monthly for evidence of existing leaks. Be sure to keep dryer vent and lint trap clean of lint or other buildup as this can cause a fire. When installing a washing machine, use only "burst resistant stainless steel braided" washing machine hoses. If you are going to be absent from the home for an extended period of time, turn off the hot and cold water supply valves.

Water Heaters

If you have an electric water heater that is not functioning, be sure to check the reset button or breaker before filing a maintenance/repair request.

If you have a gas water heater, the pilot light may have gone out. Be sure to check the manufacturer's instructions (often these instructions can be found online if not provided by the homeowner) or contact the gas company before filing a maintenance/repair request.

Golf Carts

Occasionally golf carts are provided as part of the lease, for use while occupying the property. Unless otherwise stipulated in your lease, Homeowner is responsible for maintenance and repairs to the golf cart, unless the damage is attributable to the Resident's misuse. Before operating the golf cart, the operator should check for proper tire condition and inflation. Brakes should be checked for proper operation. The operator should check for any indication of battery fluid (or other fluid) leaks such as wet spots under the unit. If the golf cart is in need of repair or maintenance, it should not be driven. If there is an issue with the golf cart, please notify FSPM immediately.

Windows and Screens

It is the responsibility of the Resident to notify FSPM of any broken glass or damaged screens. Unless the damage is the fault of the Resident, the homeowner is responsible for the repair.

Keys and Locks

Alterations or replacement of locks, installation of bolts, knockers, mirrors or other attachments to the interior or exterior of doors requires the approval of the homeowner. FSPM must have keys to each lock on the house at all times. Full Service Property Management may gain access and re-key any and/or all locks on the premises if at any time access is denied AND charge the cost to the Resident. All keys, garage door openers, gate/pool/clubhouse access cards, and mailbox keys are to be returned to FSPM upon vacating the premises. If these items are not returned, Resident will be charged the amount stipulated in the lease.

If mailbox keys are needed, they may be obtained from the local post office. A copy of your lease agreement may be needed to provide proof of residency. It is not the responsibility of FSPM or the Homeowner to provide Resident with keys to mailboxes.

Trash, Garbage, and Recycling

All trash, garbage, and recyclable materials must be placed in appropriate containers. Full Service Property Management/Homeowner does not provide trash receptacles and/or containers. All containers must be stored and put out for pick up according to the rules of Homeowner Association and garbage companies. Resident is responsible for the disposal of any items that are not picked up with the normal trash pick-up. Garbage companies may require an additional fee for such disposal, and this cost will be the responsibility of the Resident.

Smoke Detectors

It is the Resident's responsibility to make sure that smoke detectors are functional AT ALL TIMES. Notify FSPM immediately if you are not able to operate them. Please check the batteries regularly and replace the batteries as soon as they begin to weaken. Disabling a smoke detector is a violation of your lease and the law. DO NOT DISABLE SMOKE DETECTORS AT ANY TIME.

Security Systems and Satellite Dishes

Prior written permission is necessary before the installation of any additional/auxiliary security or alarm systems, video, or satellite dishes. Any requests for such installation must be made in writing with the specific location of the installation and the name of the service provided and/or company performing the installation. The security/alarm code must be provided to Full Service Property Management within 48 hours of activation of the system. FSPM must also be notified of any new codes, should you choose to change them.

Circuit Breakers

It can be difficult to determine if a breaker has been “popped” or “tripped”, as the switch may only move slightly and may still appear to be in the ON position. When checking to see if a breaker has been “popped” or “tripped”, be sure to examine the switch carefully to see if the switch has changed positions. You can also switch the breaker to the off position for about five minutes and then switch it back on.

The Ground Fault Interrupt (GFI) breaker or switch detects even slight voltage changes and cuts the power during fluctuations. GFI's are often used in locations where there is a water source present (bathrooms, kitchen, garages, and exterior plugs). If you lose power at a plug near a water source, it is often the GFI circuit. Most GFI's located at the breaker box are marked with a red or yellow button. However, many homes have the GFI located at the outlet itself instead of the breaker box. There is most likely more than one GFI in the home. If these “pop” or “trip”, reset them. Refrigerators, freezers, and other appliances that require constant power should not be plugged into GFI outlets.

If a vendor visits the property at the tenants' request and the issue is determined to be a “tripped” breaker or GFI, Resident will be responsible for charges incurred.

Pest Control/Extermination

Please report any pest problem within your first five (5) days of possession. If a problem is not reported, in writing, within the first five (5) days of possession, it is agreed that the premises has no infestation of any kind. Any future infestation of any kind, less termites, is considered the Resident's responsibility. Resident is responsible for reporting any suspected and/or known insect infestation. FSPM nor the homeowner assume responsibility for the control of roaches, mice, rats, ants, fleas, or other pests. Resident will be charged for any damage caused by uncontrolled pests, including but not limited to ants building nests in the HVAC system and damaging the system (this applies to wells, pumps, etc., if applicable).

Thirty-Day Written Notice

A thirty-day (30) written notice (prior to the ending date of any lease) must be given to Full Service Property Management if you desire NOT to renew the lease for another term. The notice must state a definite moving date. NOTE: Per owner's request, a greater notice (60 or 90 days) may be required. Check your lease for this information.

Move-In/Move-Out Condition

When you rent a home through Full Service Property Management we make every effort to ensure that all items are in working order upon your move-in to the home. Please be sure to test all outlets and any water sources as soon as you can and report any maintenance or repair requests during your first five days of possession. We would like to get these items handled as soon as possible. When preparing for move-out, please be sure to use the Return of Possession and Move-Out Checklist that are available on our website. The Move-Out Checklist provides details as to what FSPM looks for when doing the walk-thru, as these are the same documents that will be used for the move-out walk-thru.

Written Notice

Before notice to vacate is accepted by FSPM, it MUST be put in writing. The notice must include the date you plan to vacate the premises. The notice must be provided at least 30 days before termination. This 30-day notice is required, even if your lease is set to expire. Once FSPM receives notice from the Resident, a RESIDENTS' RETURN OF POSSESSION and MOVE-OUT CHECKLIST will be sent to the Resident. Follow the instructions and procedures in the RESIDENTS' RETURN OF POSSESSION and MOVE OUT CHECKLIST to ensure the full return of the Resident's security deposit. These documents are also available on our website.

Marketing

After you have given notice that you intend to vacate, the property will likely be listed for rent/sale. This will include the placement of a "For Rent" or "For Sale" sign on the property, as well as showings to potential Residents. The most probable showing hours are between 9:00am and 6:00pm. FSPM will make an effort to accommodate your schedule; however the property must be available and well maintained during the marketing time. We understand that there are times that we will not be able to show the home (illness and children's birthday parties are valid reasons). Inconvenience, out of town guests, and no one home are not acceptable reasons to reschedule. You will be contacted via phone and/or email prior to showings. If there is no answer, we will leave a voicemail and attempt to contact you at another number.

Extra effort is expected on your part to make sure that the home and yard are neat and clean during marketing. Animals should be out of the way and litter boxes should be clean and odor free. The better a home shows, the more likely it is to rent quickly. The faster a new resident is found, the less you will be bothered by showings. A home that shows well benefits everyone!

Move-Out Procedures

Refer to the "Residents' Return of Possession and Move-Out Checklist" for more information. There is a copy to follow.

Cleaning Guidelines

Full Service Property Management works hard to provide you with a clean, well-maintained, and comfortable home with all of the mechanical equipment functioning properly. A properly maintained home is a team effort involving the property owner who keeps structural and mechanical maintenance up-to-date, the property manager who facilitates and documents maintenance and repairs, and the Resident who keeps the property clean, performs cosmetic maintenance, and promptly reports any structural or mechanical failures to FSPM.

Standards for Cleaning

This section provides guidelines for cleaning to ensure that the home is well-maintained. Further details regarding cleaning instructions are provided in the next section.

- 1) Keep windows and storm doors clean, inside and out. Perform interior cleaning at least once per month and exterior cleaning every six months.
- 2) Clean dust, dirt, and debris from the upper and lower sliding glass door tracks monthly.
- 3) Clean stove, drip pans, oven racks and drawer, broiler pan, hood, filter, and vent every two weeks (biweekly).
- 4) Clean flooring on a regular basis - this includes sweeping and/or vacuuming under the refrigerator, washer, and dryer. Vacuuming and sweeping should be performed weekly. Vinyl and ceramic tile should be mopped (using wood cleaner, not water on hardwood floors) properly biweekly.
- 5) Dust baseboards, window sills, window grids, tops of windows, ceiling fans, doors, ceilings, and corners of the rooms monthly.
- 6) Be sure to clean the air conditioner/heater air return grate and change the filter each month.
- 7) Clean and sweep out fireplace as necessary based on use. Also clean the grate, screen, and glass.
- 8) Replace burned out light bulbs as needed. Also clean lighting fixtures on a regular basis.
- 9) If the home is equipped with blinds (vertical or horizontal), they should be cleaned or washed semiannually.
- 10) Bathrooms should be cleaned weekly. This cleaning should include toilet bowls and base, sink, mirror, floor, bathtub, and shower (including walls). Wipe out medicine cabinet, drawers, and cabinets as necessary.
- 11) Inspect caulk around tubs/showers/sinks weekly. Notify FSPM immediately if you see a need for re-caulking to prevent water damage.
- 12) Sweep out the garage as needed.

Vinyl and Ceramic Tile Flooring

With normal household use, vinyl floors may be washed with a solution of warm water and soap biweekly. Do not use gasoline, benzene, naphtha, turpentine, or any agents containing these solvents. Do not apply varnish, lacquer, or shellac to the floor. Do not apply any type of wax to ceramic tile floors. Resident will be responsible for damage to the flooring such as broken tiles, torn vinyl, lack of cleaning, or improper cleaning procedures.

Hardwood Floors

Dust-mop, sweep, and/or vacuum hardwood floors regularly. Do not wet-mop wood floors. Standing water can dull the finish and discolor and damage the wood. Do not let any water drip, pour, or accumulate on floors. Clean liquid spills with a dry cloth and sticky spills with a slightly dampened cloth. Do not use soaps,

detergents, or oil soaps on your wood floors. When mopping is needed, use a wood cleaner applied lightly with a cloth or mop and then buff dry. Resident shall not shellac or refinish floors without prior written approval from FSPM. Use fabric-faced guides under the furniture legs to prevent scratches. Do not drag or slide furniture across the floor. Resident will be responsible for damage to the flooring.

Carpet Care

Routine carpet care requires a thorough vacuuming at least once a week to remove the soil from the carpet and to keep the pile erect. Heavy traffic areas require more frequent vacuuming. The carpets were professionally cleaned before you moved in, and you must have them professionally cleaned upon vacating. A receipt stating such must be turned over to FSPM. In addition, yearly carpet cleaning can help prevent carpets from becoming permanently damaged.

Stoves/Ovens

Do not use oven cleaner on self-cleaning or continuous cleaning ovens, as it may damage the self-cleaning feature and the finish on the interior. For solid surface stoves, use only cleaners approved for those surfaces. Resident will be charged for damage to an appliance caused by improper use or cleaning, or by lack of maintenance.

Kitchen Appliances

Each kitchen appliance must be cleaned regularly - particularly the stove hood, filter above the stove hood, the oven, under the burners on the stove, the drip pans, refrigerator, and the microwave. Please do not put aluminum foil on the drip pans. Upon moving out, Resident must provide new drip pans.

Fireplaces

Do not burn pine or any other "sappy" wood in the fireplace. Burning those types of wood causes a build-up of residue in the chimney, increasing the possibility of fire. The fireplace is not a place to burn cardboard, paper, pine needles, etc.

When using the fireplace in your residence:

- 1) Open the flue before starting the fire and keep it open until the ashes are cool enough to touch.
- 2) Close the fireplace screen or door when the fireplace is in use to prevent sparks from flying out.
- 3) Do not put anything, including paper and kindling, closer than three (3) feet to the fireplace when it is in use.
- 4) Never leave a fire unattended.
- 5) Burn only dry, seasoned hardwood. Do not use green wood, treated lumber, or painted wood.
- 6) Never use combustible liquids such as kerosene, turpentine, lighter fluid, or gasoline to start or accelerate the fire.
- 7) Do not stuff scrap paper, wrapping paper, or Christmas trees into the fireplace.
- 8) Do not use excessive amounts of paper or wood to create a "roaring" fire.
- 9) Do not dispose of burnt logs or ashes until they have cooled completely. Dispose of cooled ashes in a metal container. Usually, you can re-burn logs. If you must dispose of a log, wait until it is completely cool, then douse it with water and place it outside away from combustible materials.
- 10) Notify FSPM of any problems with the fireplace, such as smoke backing up into the room or the flue not working.

Emergency/Disaster Procedures

Make Your Plan Now

The key to safely and properly handling any emergency/disaster is pre-planning and staying calm during and after the event. Being prepared is every individual's responsibility. Take charge and plan now so you can be better prepared to take action when/if the time comes. Advanced planning allows for fewer mistakes and greater safety for you, your family, and the home you are caring for. It is easy to forget even little things in the anxiety which often comes with an emergency. To avoid unnecessary stress, get ready now!

Types of Emergencies

The first type is a non-disaster emergency, one that is specific to the property you rent. A tree falling on the house or water heater bursting would be a non-disaster emergency.

The second type of emergency is an area-wide, such as a hurricane or tornado.

Hurricane/Storm Watch/Storm Warning

Living in Florida, the chances of experiencing a hurricane or heavy storm are quite high. It is important to know and follow proper procedures to safeguard yourself and the property you live in and minimize potential risk and damage.

A hurricane/storm **WATCH** is when hurricane and/or storm conditions **ARE POSSIBLE** in the specified area of the watch, usually **within 36 hours**.

A hurricane/storm **WARNING** is when hurricane conditions **ARE EXPECTED** in the specified area of the warning, usually **within 24 hours**.

What You Do

In either type of emergency, the resident is expected to do everything that an owner would do to protect the property. The first priority is to stop/minimize damage to the property and to ensure the safety of the residents of the property.

Non-Disaster Emergencies: Upon first occurrence or discovery of a problem, secure from further damage immediately. It is a team effort to ensure that repairs are made promptly, so having your cooperation with the following steps is essential.

- 1) Turn off the source of water, electricity, or gas as the situation demands.
- 2) Notify FSPM - if it is after hours, use the emergency line.
- 3) Make a claim on the Resident's (your) insurance.
- 4) Notify FSPM of Resident's (your) insurance coverage.
- 5) Provide emergency (police, fire, etc.) report to FSPM with five (5) days of the incident.
- 6) Provide access for insurance agents, repair technicians, etc. to assess and repair damage.
- 7) Notify FSPM of delays, "no-show" appointments, problems with repairs, etc.

Resident is responsible for any loss to the Owner due to Resident negligence. If the damage was caused by a current resident or a guest, please be aware that all charges not covered by insurance will be billed to you.

Area-Wide Disasters: Procedures for handling area-wide disasters include, having an emergency preparedness plan, a checklist, and a storm kit. Pamphlets regarding planning for emergencies are often available at local stores, at no charge. Also, stay tuned to the local news media and follow all recommended precautions and instructions. During the storm or before leaving, be sure to:

- 1) Turn off the main breaker to the house.
- 2) Turn off main gas line to the house.
- 3) Turn off main water supply to the house.
- 4) Take all recommended precautions by the local news media and storm bulletin publications. Do not put tape on the windows.
- 5) Secure your pets inside. If it is not safe for you outside, it is not safe for your pets either. If you are leaving the property, do not leave your pets behind.
- 6) Secure all outdoor items. Bring in swing sets, play houses, small planters, and anything else that could turn into a flying object in high winds.
- 7) Secure house against damage. Follow all recommendations by the local news and the emergency preparedness teams for your area.
- 8) Use sandbags to prevent water from coming in thresholds at doors, including sliding doors.
- 9) Make sure that FSPM has a key for your house.

Because we get advanced notice for a hurricane, many people choose to leave the area. If you leave, you must still secure the property prior to leaving.

RESIDENT IS RESPONSIBLE FOR SECURING THE HOME AGAINST POSSIBLE DAMAGE. EVERYTHING A HOMEOWNER SHOULD DO, RESIDENT IS EXPECTED TO DO.

Our Personal Message to You

Congratulations on the selection of your new home. We are pleased to have you as our Residents and we look forward to working with you to make your time in your new home a pleasant and positive experience.

Our goal, on behalf of the property owner, is to provide you with superior property management service. In return, we look forward to you being a responsible resident who pays the rent in full and on time, takes proper care of the property, and enjoys the home you are renting.

We at Full Service Property Management are delighted that you are a part of our Resident family and we hope that your rental experience with us will be a long and pleasant one.

The Staff and Management of Full Service Property Management

Date: _____



RESIDENTS' RETURN OF POSSESSION

THE UNDERSIGNED TENANT(S) HEREBY ACKNOWLEDGE AND AGREE THAT THE PREMISES HAVE BEEN COMPLETED VACATED AND TENANT(S) HAVE FULLY RELINQUISHED POSSESSION OF TRHE PREMISES AND ANY ITEMS WHICH TENAT(S) MAY HAVE LEFT BEHIND.

TENANT(S) AFFIRM THAT ANY ITEMS REMAINING IN OR ON THE PREMISES BELONGED SOLELY TO THE TENANT(S) AND MAY BE DISCARDED, DESTROYED OR DISPOSED OF IN ANY MANNER PROPERTY MANAGER OR OWNER SEES FIT.

TENANT(S) AGREE THAT THE PROPERTY MANAGER OR OWNER MAY IMMEDIATELY SECURE THE PREMISES AND/OR CHANGE THE LOCKS.

Property Address: _____

City: _____ Zip: _____

I/We further acknowledge that we are hereby returning:

of Keys _____
(# provided @ move-in _____)

of Garage Remotes _____
(# provided @ move-in _____)

of Mail Box Keys _____ Box # _____
(# provided @ move-in _____)

of Pool Access Keys/Cards _____
(# provided @ move-in _____)

of Gate Cards or Clickers _____ Code # _____
(# provided @ move-in _____)

Our forwarding address is: _____

City: _____ State: _____ Zip: _____

Please provide multiple addresses if there are multiple tenants moving to different addresses. Additional addresses can be provided in the "NOTES" section below.

NOTES:

Vacating Resident – Signature Date

Vacating Resident – Print Name

Vacating Resident – Signature Date

Vacating Resident – Print Name

Vacating Resident – Signature Date

Vacating Resident – Print Name

Property Manager - Signature Date

Property Manager – Print Name

See the following page(s) for the Move-Out Checklist describing expectations for move-out.

MOVE-OUT CHECKLIST – Use this list to ensure that the property is ready to be returned to Full Service Property Management (FSPM). This is the same checklist that Full Service Property Management will use when assessing the condition of the home once you vacate.

PLEASE NOTE:

- Any of the below items that are not addressed PRIOR to Return of Possession may be claimed from your security deposit.
- If you have any questions, contact Full Service Property Management PRIOR to the Return of Possession. DO NOT wait until after the walk-thru to discuss with management.
- Return of possession must occur no later than 6pm on the last day of your lease term. If you intend to return possession outside of normal business hours (9am-5pm, Mon-Fri), you must contact Full Service ahead of time to schedule an appointment to meet at the office to return possession of the property.
- Full Service Property Management will NOT meet you at the property for a return of possession for any reason.

Check each item as it is completed

MONIES – ALL account fees **MUST be paid in full** or a satisfactory written settlement agreement made with us for any balance due. Unpaid balances are deducted from the Security Deposit first.

- Rent paid in full
- Late Fees paid in full
- Any other outstanding balances paid in full

FLOORS – must be clean

- Sweep/vacuum and mop all tile, vinyl, and hardwood floors
- Carpets **MUST** be professionally cleaned by a licensed and insured professional. Renting/using a carpet cleaning machine will NOT fulfill this requirement
- Receipt **MUST** be provided to FSPM

WALLS (interior) – must be clean and free of debris

- All nails, screws, staples, etc. must be properly removed from walls - **DO NOT patch or touch-up holes**
- Remove all tape/sticky from walls
- Spider webs and dust must be removed
- Wipe clean:
 - light switch covers
 - doors
 - door frames
 - walls
 - baseboards

WINDOWS (interior) – must be clean

- Clean and remove all debris from:
 - windows
 - window sills
 - window tracks
 - any door windows

- curtain rods
- drapes (wash if necessary using appropriate method)
- mini blinds
- vertical blinds
- any other window related items
- All drapes, curtain rods, mini blinds, vertical blinds, and any other window coverings/treatments should be:
 - firmly fastened,
 - in good repair, and
 - clean
- Any damaged/broken window coverings/treatments (including mini blinds, vertical blinds, drapes, etc.) MUST be replaced

HVAC – related items must be clean

- All AC filters must be clean and new
- AC intake cover must be washed clean and be free of dust
- AC vents must be wiped clean and be free of dust
- Ceiling areas near AC vents must be free of dust (vacuuming with a soft attachment usually works best)

WATER AREAS – must be clean and free of mildew

- Sinks must be scrubbed clean and be free of residue
- Showers/tubs must be scrubbed clean and free of soap scum, residue, and mildew
- Fixtures must be clean and free of soap scum, residue, and mildew:
 - faucets/spouts
 - shower heads
 - drain plugs
 - handles

LAUNDRY – Washer and Dryer must be empty, clean, and free of lint

- Washer:
 - Agitator must be clean
 - Bleach, detergent, and/or fabric softener tray must be clean
 - Edges of interior must be wiped clean
 - Washer should smell clean and fresh
- Dryer:
 - Lint trap must be clean
 - Excess lint must be vacuumed from dryer
 - Excess lint that has escaped the dryer must be removed
 - Edges of interior must be wiped clean
 - Dryer should smell clean and fresh

APPLIANCES – All appliances must be clean and free of smears and residue

Clean the interior and exterior of:

- Refrigerator:
 - Wipe down the exterior (front and both sides)
 - Vacuum dust and debris from behind and beneath the unit
 - Remove and wash drawers
 - Clean shelves
 - Clean interior
 - Dump ice from ice maker
 - Turn off ice maker
- Range:
 - Clean flattop stoves with appropriate cleaner
 - Clean coil top stoves
 - Replace drip pans on coil top stove
 - Wipe exterior of unit
 - Clean interior of oven (a self-clean cycle will not likely get the oven properly clean)
 - Clean interior of oven drawer below oven
- Microwave:
 - Wipe exterior of unit
 - Remove and wash turntable
 - Clean interior of unit
- Dishwasher:
 - Clean exterior of the door
 - Wipe down top edge of the door
 - Empty dishwasher
 - Run a cleaning cycle to clean the interior of the dishwasher

FIREPLACE – Fireplace must be free of soot and the firebox vacuumed

- All tools received with home must be cleaned and returned
- Soot and dust must be removed from the interior of the fireplace
- Doors/cover for the unit must be cleaned

LIGHT BULBS – All bulbs must be present and working properly...all bulbs within a fixture must be the same (matching)

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Foyer | <input type="checkbox"/> Living Room | <input type="checkbox"/> Great Room | <input type="checkbox"/> Kitchen |
| <input type="checkbox"/> Hall | <input type="checkbox"/> Breakfast Nook | <input type="checkbox"/> Dining Room | <input type="checkbox"/> Master Bedroom |
| <input type="checkbox"/> Guest Bedroom | <input type="checkbox"/> Guest Bedroom | <input type="checkbox"/> Guest Bedroom | <input type="checkbox"/> Den/Office/Study |
| <input type="checkbox"/> Master Bath | <input type="checkbox"/> Guest Bath | <input type="checkbox"/> Guest Bath | <input type="checkbox"/> Guest Bath |
| <input type="checkbox"/> Closet | <input type="checkbox"/> Closet | <input type="checkbox"/> Closet | <input type="checkbox"/> Closet |
| <input type="checkbox"/> Porch | <input type="checkbox"/> Entry | <input type="checkbox"/> Other | <input type="checkbox"/> Other |

SMOKE DETECTORS – All smoke detectors must be properly installed and in good, working order.

- Test all smoke detectors
- Install new batteries if they are weak or not working

CEILING FANS – must be clean

- Remove all dust from all fans

LIGHT FIXTURES – must be clean

- Remove all dust from all light fixtures

DRAWERS AND CABINETS – must be clean and free of dust and debris

- Clean/wipe exterior of ALL drawers and cabinets
- Wipe and/or vacuum the interior of ALL drawers and cabinets in ALL rooms

REMOTES – must be working

- Remotes must be in good working order
- Replace batteries if remotes are weak or not working
 - Fan remotes
 - Garage remotes
 - Gate remotes
 - Any other remotes

LAWN – must be well-maintained (unless the lease stipulates that such care is the responsibility of the owner)

- mow the lawn
- weed the flower beds
- edge
- weed-eat (weed-whack)
- trim the shrubs
- clear sidewalks and driveways of all debris
- properly dispose of all trimmings/debris

SECURITY – Property must be secure

- All exterior doors (including the door to the garage from the interior) must be locked
- All windows must be locked or properly fastened

EXTERIOR – Exterior must be well-maintained

- Hoses:
 - Must be disconnected
 - Must be properly stored
- Window Ledges must be:
 - clear of trash
 - free of weeds
 - clean from all debris

PERSONAL PROPERTY – Anything left behind shall be regarded as abandoned and may be destroyed, hauled away, or otherwise disposed of at YOUR EXPENSE

- ❑ Personal property must be removed, including:
 - ❑ Furniture
 - ❑ Motor vehicles
 - ❑ Additional personal items

TRASH – Must be removed. You will be charged for the cost for the removal of all trash left after your return of possession

- ❑ ALL trash must be removed from the property PRIOR to return of possession
- ❑ Trash can(s) and recycle bin(s) MUST be empty
- ❑ Trash can(s) and recycle bin(s) must be stored properly on the property

UTILITIES – If utilities must be reconnected in order to complete the walk-thru, you will be charged the reconnect fee

- ❑ Must remain on for 48 hours after you return possession

ACCESS ITEMS – Must be returned BEFORE 6pm on the last day of your lease or you will be charged for replacement and programming of such items

- ❑ All items providing access to the property must be returned
 - ❑ Property keys
 - ❑ Mailbox keys
 - ❑ Pool passes
 - ❑ Gate passes/remotes
 - ❑ Garage door remotes

Notes:

- The tenant has given consent;
- The tenant unreasonably withholds consent; and/or,
- In an emergency;
- The landlord shall not abuse the right of access nor use it to harass the tenant.

FAILURE TO MEET OBLIGATIONS

If the Landlord Does Not Comply, Section 83.56(1), F.S.
A tenant must notify the landlord, in writing, by hand delivery or mail, of noncompliance of the statutory requirements (s. 83.51(1), F.S.) or material provisions of the rental agreement. The written notice shall also indicate the tenant's intention to terminate the rental agreement due to this noncompliance. The tenant may terminate the rental agreement if the landlord fails to come into compliance within seven (7) days after delivery of the written notice.

If the Tenant Does Not Comply, Section 83.56(2), F.S.
If the tenant materially fails to comply with s. 83.52, F.S. or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:

- Deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by the landlord of a similar violation. In such event, the landlord may terminate the rental agreement, and the tenant shall have seven (7) days from the date that the notice is delivered to vacate the premises.
- If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, a written notice should be delivered to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within seven (7) days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. If such noncompliance recurs within twelve (12) months after notice, an eviction action may commence without delivering a subsequent notice.

Non-Payment of Rent, Section 83.56(3), F.S.

If the tenant fails to pay rent when due and the default continues for three (3) days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. For further information about the actions a landlord must take to gain possession of a dwelling unit, and the tenant's defense to such action, refer to the statute or obtain legal counsel.

If the Landlord Does Not Comply, Section 83.60 (1), F.S.
The tenant MAY be able to withhold rent if the landlord fails to do what the law or rental agreement requires. A tenant must notify the landlord, in writing, by hand delivery or mail, of the non-compliance. The written notice shall also indicate the tenant's intention to withhold rent due to this non-compliance. The tenant may withhold rent if the landlord fails to come into compliance within seven (7) days after delivery of the written notice.

Please note, if these events transpire, the landlord can present the tenant with a three (3) day notice for payment of rent under s. 83.56(3), F.S.

Section 83.595, F.S.

Upon breach or early termination of the rental agreement by the tenant, the landlord's potential remedies may include:

- Treating the rental agreement as terminated and retaking possession of the dwelling unit for his or her own account, and terminating any further liability of the tenant.
- Retaking possession of the dwelling unit, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from letting the dwelling unit.
- Standing by and doing nothing, holding the lessee liable for the rent as it comes due.

Section 83.67, F.S.

Florida Law does not allow a landlord to force a tenant out by:

- Shutting off the utilities or interrupting service, even if that service is under the control of the landlord or the landlord makes the payment;

misunderstandings and are difficult to prove if there's a dispute. A written rental agreement can be a formal contract or simply a copy of a letter stating the rights and obligations of both the landlord and tenant.

Florida law requires that notices to and from a landlord must be in writing, and either be hand-delivered or mailed, even if the rental agreement is oral. You should always retain a copy of any correspondence to and from your landlord.

Section 83.46(2), F.S.

If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which rent is payable (week-to-week, month-to-month, etc.). All other terms are either those specifically addressed by law or those that are part of the agreement between you and your landlord.

DEPOSIT AND RENT REQUIREMENTS

A damage deposit is the most common requirement of landlords. Before signing a rental agreement, examine the premises and make note of any damaged items (e.g. broken fixtures) and if possible take a picture and include a date stamp. Give a copy to the landlord and keep a copy for your files. This may help eliminate or minimize disputes later.

Section 83.49(3)(a), F.S.

Upon vacating of the premises for termination of the lease:

- If the landlord does not intend to impose a claim upon the security deposit, he/she must return your deposit within fifteen (15) days or,
- Within thirty (30) days, he/she must give the tenant written notice of how much of the deposit will be kept and why. This must be done by certified mail, to the tenant's last known mailing address.
- If this notice is not sent as required within the thirty (30) day period, the landlord forfeits his/her right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

Section 83.49,3(b)(c), F.S.

After receiving the landlord's notice of intention to impose a claim, the tenant has fifteen (15) days to object in writing. If no written objection is received, the landlord may then deduct the amount of his or her claim and must remit the balance of the deposit to the tenant within

- Changing the locks or using a device that denies the tenant access;

- Removing the outside doors, locks, roof, walls or windows (except for purposes of maintenance, repair or replacement); and/or

- Removing the tenant's personal property from the dwelling unless the action is taken after the surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining tenant in accordance with s. 83.59(3)(d), F.S., or after lawful eviction.

If any of these occur, the tenant may sue for actual and consequential damages or three (3) months' rent, whichever is greater, plus court costs and attorney's fees.

WHEN YOU DECIDE TO MOVE

Section 83.57, F.S.

The amount of notice required when you decide to move is determined by the rental agreement or, if this is not specified in the rental agreement, by the periods for which the rent is payable. For example, if the rent is due weekly, not less than seven (7) days' notice is required. For monthly rental payments, fifteen (15) days' notice is required.

Send all correspondence relating to your intentions to the landlord by mail or deliver it by hand and insist on a receipt. It is usually a good idea to speak with the landlord in person, too. Be sure to check your rental agreement for any other stipulations that may apply when vacating the premises.

When you move from a rental unit, regardless of the duration, be sure to settle all accounts. Terminate utility service the day you leave, notify the landlord, post office and others of your address change, and leave the premises in a clean condition. If it can be arranged, it is always best to take a last walk-through with the landlord and document any damages in writing and/or photograph.

MILITARY SERVICE

Section 83.682, F.S.

Florida Statutes provides that a service member may terminate his or her rental agreement under certain conditions. For a free copy of the full text version of the statute, visit www.leg.state.fl.us.



DACS-P-0009 Rev. 05/14

FLORIDA'S
landlord/tenant law
SUMMARY OF CHAPTER 83, PART II

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

www.800helpfla.com 1-800-HELP-FLA (435-7332) 850-410-3800

ADAM H. PUTNAM, COMMISSIONER

FLORIDA'S landlord/tenant law SUMMARY OF CHAPTER 83, PART II

While both the landlord and the tenant are aware that they have certain rights when an oral or written rental agreement has been established, in many cases neither party is aware of what those rights are. When questions involving rights and duties arise, Florida Statute outline procedures directing both the landlord and tenant toward civil action. This brochure is a summary of Florida's Landlord/Tenant Law. It is not intended for the purpose of providing legal advice. For additional information not addressed in the brochure, consumers should always refer to Chapter 83, Part II of the Florida Statutes.

BEFORE YOU RENT

A tenant is an equal party with the landlord. You never have to agree to any rental arrangement. If possible, arrange for a walk-through of the premises to identify any problems that should be fixed BEFORE signing a rental agreement. Take pictures, video or make notes of any questionable conditions and include provisions for repairs in the rental agreement or in a separate written document signed by both parties.

A landlord has the discretion to collect various deposits, as well as some rent in advance. These advance payments generally vary in range. You should be careful about giving any monies in advance unless a decision has been made to move into the unit. A tenant who pays monies in advance but then decides not to occupy the unit MAY NOT be entitled to a refund. It should be stated in the rental agreement if monies paid in advance are refundable/non-refundable.

Before you sign, make sure you thoroughly understand the terms of the agreement. If you DON'T understand, DON'T sign the agreement. There is no grace period allowed for canceling a rental agreement, so if you sign, you are bound to its terms.

ORAL AND WRITTEN AGREEMENTS

A rental agreement is an agreement to rent property (commonly referred to as a lease). Rental agreements may be either written or oral. Most rental agreements are written because oral agreements can be subject to

pay for utilities, water, fuel or garbage removal, although he/she may choose to do so.

THE TENANT

Section 83.52, F.S.

A tenant, at all times during the tenancy shall:

- Comply with all building, housing and health codes and keep the dwelling clean and sanitary.
- Remove garbage from the dwelling in a clean and sanitary manner.
- Keep plumbing fixtures clean, sanitary and in repair.
- Not destroy, deface, damage, impair or remove any part of the premises or property belonging to the landlord, nor permit any person to do so.
- Conduct him/herself, and require other persons on the premises with his/her consent, to conduct themselves in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.
- Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.

ACCESS TO THE PREMISES

Section 83.53(1), F.S.

The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises.

Section 83.53(2), F.S.

- The landlord may enter the dwelling unit at any time for the protection or preservation of the premises.
- The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "reasonable notice" and "reasonable time" are defined as twelve (12) hours prior to the entry and between the hours of 7:30 a.m. and 8:00 p.m.

The landlord may also enter at any time when:

- The tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises;