

RESIDENTIAL PROPERTY LEASE AND AGREEMENT

THIS LEASE is made between _____ whose address is _____, Florida, _____ as LESSEE, and *Persica Design & Construction Company, Inc.*, or assigns as LESSOR.

W I T N E S S E T H

WHEREAS, the premises known as the house at _____ which is the property to be leased, and which the LESSOR agrees to lease to LESSEE, and which the LESSEE agrees to pay said rent.

WHEREAS, the LESSOR wishes to lease to LESSEE the house at _____, to have and to hold said premises commencing on _____, 2011, which date shall hereafter be known as the "Commencement Date".

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Term of Lease.** LESSOR hereby agrees to lease to the LESSEE, for the period of *Twelve Months* from the Commencement Date until _____ 2012.

2. **Rent.** Lessee shall pay rent of _____ per month and is due on the first day of every month until fully paid. If payment not received within five (5) days of the due date, then LESSOR shall be entitled to a late fee equal to five per cent (5%) of the amount due for each day late, in addition to the monthly payment.

3. **Security Deposit.** As and for a security deposit, LESSEE agrees to pay the sum of \$ _____, shall be retained by LESSOR as Security Deposit.

4. **Leased Property.** As part and parcel of the leased premises, the parties agree that the following personal property shall also be included in the lease: dishwasher, stove, refrigerator, washer and dryer and fans. It is agreed that these items shall remain the property of LESSOR, and shall be returned to LESSOR in the same condition as they are in upon the commencement of this Lease, reasonable wear and tear excepted.

4. **Pets.** The parties agree that LESSEE shall be allowed to have NO pet(s) on the premises OR pay Three Hundred Dollars (\$300.00) per pet as additional security deposit for the term of the lease. LESSEE agrees to be fully and completely responsible for any and all damage caused by the pet during the term of this Lease. At the termination of this lease, LESSOR shall inspect the premises and any costs of repair to any of the real or personal property under this lease shall be paid for first by deducting any amounts from the security deposit held, and any excess shall be the sole

and exclusive responsibility of the LESSEE. LESSEE shall further curb said pet, and prevent him from harassing any neighbors or destroying or damaging any of the Leased Premises.

5. **Use.** LESSEE shall utilize the premises only for residential purposes, and shall be in compliance with all applicable federal, state and local laws, rules and regulations at all times.

6. **Maintenance.** LESSOR agrees to be responsible for all cost of maintenance and repairs of the premises greater than \$500.00. However, LESSEE shall be responsible for any and all damage and costs of repairs or replacement, caused by LESSEE or their agents, invitees, guests such as abnormally clogged drains, damage caused by improper drain or garbage disposal, etc. LESSEE agrees to change the air conditioner filter at least once per month. At the termination of this lease, LESSOR shall inspect the premises and any costs of *repair, repaint interior walls and/or trim, professionally clean carpets/floors or to any of the real or personal property* under this lease shall be paid for first by *deducting any amounts from the security deposit held*, and any excess shall be the sole and exclusive responsibility of the LESSEE.

7. **Leasehold Improvements.** Any improvements made on the premises by the LESSEE shall become fixtures to the premises and shall become the property of the LESSOR upon the termination of the lease.

8. **Peaceful Enjoyment.** LESSOR agrees to make its best effort in providing LESSEE with a quiet peaceful environment within which to live in the premises. This should in no way be interpreted as limiting the LESSOR'S right of access to the leased premises should the need exist or an emergency situation arise.

9. **Right of Entry.** LESSOR reserves the right of reasonable entry upon the Premises for emergency purposes and during reasonable hours for other inspection purposes to maintain that LESSEE is in conformity with this Lease.

10. **Homeowner's Documents.** LESSEE acknowledges that the Premises are located in a community governed by the _____ Homes Association (the "Association"), and has received and read all documentation relating to it. In addition to any covenants specifically set forth herein, LESSEE agrees to abide by any covenants, restrictions, rules and/or regulations set forth by the Association. It is understood that the Association maintains the common area, including lawn maintenance and landscaping, and also has an emergency Right of Entry under the homeowners documents.

11. **Insurance, Damage, and Indemnification.** The LESSOR shall maintain, during the entire period of the Agreement and Lease fire and extended coverage insurance on the premises and insurance to its maximum insurable value, but LESSEE shall be required to have its own contents insurance on any and all of LESSEE'S equipment, furniture, etc, which they bring to the property. In the event that fire or other casualty destroys the premises such that the value of the Leased Premises is decreased by seventy per cent (70%) or more, then the LESSEE may elect to

immediately terminate this Agreement. If the damage done decreases the value by less than seventy per cent (70%), then the LESSOR, at its sole option shall decide if it will repair the premises and the LESSEE agrees to abide by same, receiving credit for each day they are kept from the premises until repairs are completed.

12. **Utilities.** The LESSEE shall be responsible for the payment of utilities in connection with leased premises, which are electric, water and sewer, and telephone and any cable television.

13. **Termination.** Unless otherwise terminated by any of the provisions contained within this Lease, it shall terminate on _____. At that time, LESSEES agree to peacefully leave the premises in the same condition as it was found, reasonable wear and tear excepted, or at the mutual agreement of the parties, the tenancy may continue as a month to month lease, under the same terms and conditions of this lease, or the parties may enter into a new lease.

14. **Assignability.** Both parties agree that this lease is not assignable by LESSEE, without the express prior written approval of LESSOR.

15. **Notices.** Any notice, payment or communication required or permitted to be given by any provision of this Agreement and Lease shall be sent by certified U.S. Mail, return receipt requested to the following parties at the following addresses:

AS TO LESSOR: Persica Design & Construction Company, Inc.
1607-2 Village Square Blvd.
Tallahassee, Florida 32309
Telephone: 850-402-9936

AS TO LESSEE: _____

or to such other address as the parties may, from time to time, specify in writing. The person entitled to receive such notice may at any time waive this notice.

16. **Default.** The occurrence of any one of the following shall constitute a breach of this lease, allowing LESSOR the remedies, which are set forth below:

- a. Non-payment of monthly rent, and any applicable late fees, by the fifth day of every month.
- b. Non compliance with any of the terms and covenants contained herein.
- c. Noncompliance with any of the terms and covenants set forth by the _____ Homes Association. Any written notifications to LESSEE or LESSOR of any violations shall constitute conclusive notice of violation of the terms of this lease.

17. **Remedies on Default.** The following shall include, but not be limited to, the remedies upon breach of this Lease by LESSOR:

- a. LESSOR may terminate this Lease for good cause, and give LESSEE written notice of same allowing LESSEE five (5) days to remove himself/herself from the premises.
- b. LESSOR may give written notice to cure any said default to LESSEE, which if not conformed to by LESSEE shall result in the immediate termination of said Lease.
- c. If the breach is due to nonpayment, LESSOR may give written that LESSEE shall make payment, together with all late fees, within five (5) days or else this lease shall terminate and LESSEE shall be subject to immediate eviction. LESSOR shall attempt to rent out the premises for the remainder of the term of the Lease, however, this shall not in any way affect LESSEE's obligation for payment under the terms of this Lease.

18. **Special Circumstances.** In the event, LESSEES experience unavoidable circumstances which make it impossible for them to complete the term of this Lease, LESSOR agrees to refund any unused portion of the rental fee, should LESSOR, in its sole discretion, determine the circumstances to be unavoidable.

19. **Binding Effect.** Except as provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

20. **Complete Understanding.** This Agreement and Lease contains a complete understanding between the parties hereto, notwithstanding any previous written or oral understandings between the parties.

21. **Further Documents.** Each party hereto agrees to execute and deliver any such further instruments described herein or which might otherwise be necessary or desirable to carry out the purpose of this document.

22. **Amendments.** No amendment, modification, or waiver of this Agreement, or any part thereof, shall be valid or effective unless same is in writing and signed by both parties; unless specifically mentioned otherwise, no waiver of any breach or condition of this Agreement and Lease shall be deemed to be a waiver of any other conditions or subsequent breach thereof.

23. **Attorney's Fees and Costs.** In any litigation arising out of this Lease and Agreement, the prevailing party shall be entitled to recover against the losing party reasonable costs of suit, including reasonable attorneys fees, including those incurred upon appeal.

24. **Governing Law.** This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of

Florida. Further, it is agreed that the venue for any action based upon this lease is in Leon County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this instrument on the day and year first above written.

AS TO LESSOR:

Witness

By: Masoud Karimipour

Witness

Date

AS TO LESSEES:

Witness

By Lessee

Witness

Date