

Contract to Lease

(This document is not a Lease. A Lease must be signed before moving in.)

1. **Parties:** _____ ("Landlord") and _____ ("Tenant") agree to enter into a lease agreement ("Lease") no later than _____ (date) for the property described below. The Lease will follow the terms outlined in Paragraphs 3–12 of this Contract to Lease ("Contract") along with any other mutually agreed terms. The Lease will be prepared by: ☐ Landlord ☐ Tenant (if not checked, default is Landlord).
2. **Deposit:** To show intent to lease, Tenant has paid \$ _____ ("Deposit") to _____ (deposit holder).
Once the Lease is signed by both parties, the deposit holder is authorized to transfer the Deposit as instructed by the Landlord. The Deposit will then be applied toward the amounts due under Paragraph 5 below.
3. **Property Address:** _____

The property will be: ☐ unfurnished ☐ furnished (with attached inventory).

The property will be used strictly for residential purposes and will be occupied only by Tenant and the following individuals:

4. **Lease Term:** The Lease will start on _____ (date) and end on _____ (date).
5. **Funds Required Before Move-In:** Tenant agrees to pay \$ _____ prior to taking possession of the property. Tenant will not receive keys or be permitted to move in until all amounts due have been paid in full. If no due date is listed, payment is required before occupancy. All payments must be made in U.S. dollars.
 - First month's rent + taxes: \$ _____ due _____
 - Advance rent for (month): _____ \$ _____ due _____
 - Last month's rent + taxes: \$ _____ due _____
 - Security deposit: \$ _____ due _____
 - Pet deposit: \$ _____ due _____ ☐ refundable ☐ nonrefundable
 - Other: _____ \$ _____ due _____
 - Other: _____ \$ _____ due _____

Application of Deposit (Paragraph 2): The Deposit will be applied as follows (check all that apply):

- ☐ \$ _____ toward first month's rent
- ☐ \$ _____ toward last month's rent
- ☐ \$ _____ toward security deposit
- ☐ \$ _____ toward other (explain): _____

(If left blank, the Deposit will be applied first to rent. Any balance will be applied in this order: 1) security deposit, 2) last month's rent, 3) advance rent.)

6. **Rent, Taxes, and Other Charges:** Tenant agrees to pay total rent for the Lease Term of \$ _____ (not including taxes). Tenant will also pay applicable rental taxes in the amount of \$ _____. Rent (including applicable taxes) will be paid as follows (choose one):

- ☐ In equal monthly payments of \$ _____ each month
- ☐ On the _____ day of each month (if left blank, payment is due the last day of each month) in the amount of \$ _____

7. **Pets:** ☐ Not allowed ☐ Allowed, subject to the following terms: _____

8. **Smoking:** ☐ Not allowed ☐ Allowed

9. Utilities: Tenant will be responsible for paying all utility services during the Lease Term, including connection charges and deposits to activate existing utility services for the property, except for _____, which will be provided by the Landlord at Landlord's expense.
10. Maintenance: The Landlord will handle the maintenance and repair of the property, except for _____, which the Tenant agrees to maintain and repair.
11. Association Approval: If applicable, this Lease is subject to approval by the condominium/cooperative/homeowners' association ("Association"). ☐ Landlord ☐ Tenant will pay the nonrefundable application fee of \$ _____ and submit the application for approval no later than _____ (date). If approval is not obtained before the Lease begins, either party may cancel the Lease by providing written notice before approval is granted. In this case, Tenant will be refunded all Deposits paid. If the Lease is not terminated, rent will not be due until approval is received.
12. Additional Terms: (Notice to Landlord and Tenant: Any amendments to the Lease form must be made by you or your attorney.)

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13. Background/Credit/Reference Check: If the Landlord finds that the Tenant's background, credit, or reference check is not satisfactory, the Landlord may cancel this Contract before the Lease is signed. In that case, the Deposit will be refunded to the Tenant, and both parties will be released from further obligations under this Contract.
14. Servicemember Status: Is the prospective Tenant a servicemember as defined in F.S. 250.01? ☐ NO ☐ YES.
If YES, the Landlord must provide written notice of approval or denial of the Tenant's application within seven (7) days of receiving it. If the Tenant is denied, the Landlord must also provide the reason for the denial.
15. Failure to Perform: If the Tenant fails to meet any obligations in this Contract, the Landlord may retain the Deposit as agreed-upon liquidated damages. This will serve as consideration for this Contract and full settlement of any claims, releasing both parties from further obligations. If the Landlord fails to meet obligations under this Contract, the Tenant may request a refund of the Deposit while still maintaining the right to pursue damages for the Landlord's breach.
16. Brokers: The following licensed real estate agents ("Brokers") are the only Brokers involved in arranging this Contract to Lease:
- Prospective Tenant's Agent: _____
Brokerage: _____
 - Prospective Landlord's Agent: _____
Brokerage: _____

This document is not a Lease. Once a Lease is signed, any Lease provisions that differ from this Contract will take precedence. This Contract is legally binding. If you do not fully understand it, you should seek advice from an attorney before signing.

Prospective Tenant – Signature & Date

Prospective Tenant – Signature & Date

Prospective Tenant's Address: _____
Telephone and Email: _____

Prospective Tenant's Address: _____
Telephone and Email: _____

Prospective Landlord – Signature & Date

Prospective Landlord – Signature & Date

Prospective Landlord's Address: _____
Telephone and Email: _____