

## LEASE AGREEMENT

**THIS LEASE** entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between *ShantiNiketan Developers LLC*, whose address is 999 David Walker Drive, Tavares, FL 32778, referred to as "Lessor", and \_\_\_\_\_, whose address is \_\_\_\_\_, referred to as "Lessee".

### WITNESSETH

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the exclusive use of bedroom and bathroom No. \_\_\_\_\_, together with the non-exclusive use of the Remainder of Unit # \_\_\_\_\_, (as hereinafter defined) ShantiNiketan Condominiums located at 999 David Walker Drive, Tavares, Florida, under the terms and conditions set forth below:

1. **TERM.** The term of this Lease, shall be for a period of **12 months**, commencing \_\_\_\_\_ and ending \_\_\_\_\_.

2. **RENT.** Rent during the term shall be NINETY SIX HUNDRED DOLLARS (\$9,600) to be paid in monthly installments of EIGHT HUNDRED (\$800) plus the applicable state sales tax. Rent is payable in advance, on the \_\_\_\_ day of each calendar month, and shall be payable to ShantiNiketan Developers, LLC, at 999 David Walker Drive, Tavares, FL 32778, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee.

3. **SECURITY DEPOSIT.** A security deposit in the amount of **\$1,200** shall be due upon execution of this Lease. At the end of this Lease, this deposit shall be returned to Lessee: PROVIDED, HOWEVER, that upon any default by Lessee under this Lease, Lessor may at its sole option recover any damages resulting from such default directly from Lessee as provided more particularly below, or Lessor may at any time withdraw from the deposit an amount sufficient to compensate Lessor for such damages.

4. **REMAINDER OF THE UNIT.** The Remainder of the Unit is hereby defined as that portion of condominium unit # \_\_\_\_\_, less and except bedrooms and bathrooms numbers \_\_\_\_\_. Lessee acknowledges and agrees that Lessee shall be sharing that portion of the Remainder of the Unit with others who will be leasing the other bedrooms and bathrooms situated within condominium unit # \_\_\_\_\_.

5. **USE.** Lessee shall use the premises for residential purposes. No other use shall be made of the premises without the prior, written consent of Lessor. Lessee shall make no unlawful use

of the premises, nor shall any activity be carried on at the property which constitutes a nuisance to surrounding property. Lessee agrees to maintain the leased premises in a neat, orderly and clean condition and same shall be in the same condition as of the date of this lease as upon termination of this lease.

6. **UTILITIES.** It is hereby agreed that the monthly rent shall include utility charges and the condominium fee. It is hereby agreed that Lessee will hold Lessor harmless from any loss or damage, including attorney's fees, which arises out of failure by Lessee to pay the required amount of monthly rent when due.

7. **TAXES.** Lessee shall pay all sales taxes due on the rent under this Lease.

8. **ENTRY AND INSPECTION.** At any reasonable time, Lessor, or Lessor's agent, representative, with a prospective purchaser at the leased premises may enter the leased premises and conduct an inspection for possible purchase of unit. Lessee will be called first for an appointment to view the condominium unit.

In addition, and upon giving reasonable notice to Lessee, Lessor, its agent or representative, may enter the leased premises to inspect the premises to insure the terms of this lease are being met.

9. **LESSEE'S PROPERTY.** Lessee shall solely be responsible for Lessee's property kept at the leased premises and shall acquire, at Lessee's option, appropriate insurance coverage for such property. Lessor shall in no event be responsible or liable for loss, theft or destruction of Lessee's property.

10. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this Lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this Lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this Lease on account thereof.

11. **DEFAULT.** In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than five (5) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this Lease and resume possession of the premises immediately, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent.

Should Lessee fail to pay any rent or additional rent due hereunder, Lessor may retake possession of the premises immediately, and recover from Lessee as liquidated damages, the present value of the rent due hereunder for the remainder of the term, using a 7% discount rate, thereby terminating this Lease. Once Lessor has retaken possession (or if Lessee refuses to surrender possession, once Lessor has commenced legal action to recover possession), this Lease shall be terminated and Lessee shall have no right to reinstate this Lease, whether by payment of the arrearages or otherwise.

Upon termination of this Lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so, it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation.

12. **REMEDIES CUMULATIVE.** Lessor's remedies under this Lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

13. **ARREARAGES.** Any amount of money to be paid to Lessor by Lessee under this Lease, which is not paid within five (5) days of the date when it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, or amounts farthest in arrears, or to interest due on the arrearages.

14. **ASSIGNMENT.** This Lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, without prior written permission from Lessor, which Lessor may grant or withhold in its sole discretion.

15. **COSTS AND FEES.** In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, then Lessee shall reimburse Lessor for the attorney's fees so

incurred, whether or not suit is filed; and if a legal action is commenced by either party, Lessee shall reimburse Lessor for all attorneys fees and the costs incurred by Lessor in the suit.

16. **GOVERNING LAW.** This Lease shall be applied and construed in accordance with the laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Lease.

17. **NOTICES.** Any notice required by this Lease shall be in writing and shall be either delivered in person, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective upon the date of postmark, and any time period shall begin running as of that date, whether or not the notice is actually received.

Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

a. To Lessor: ShantiNiketan Developers, LLC, 999 David Walker Drive, Tavares, FL 32778.

b. To Lessee, by mailing notice to the leased premises as prescribed above.

18. **BINDING EFFECT.** This Lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

WITNESSES (two required):

LESSOR:

\_\_\_\_\_  
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\_\_\_\_\_

LESSEE:

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