APARTMENT LEASE

501 S MAGNOLIA AVE, TAMPA, FL 33606

This lease made as of _____, between the "Landlord" and the "Tenant."

Landlord: Irina Tabac	Tenant:

1. Lease.
The Landlord leases to the Tenant Apartment No. _____ (the "Premises") at _____ (the "Building") for a term beginning on _____ and ending on _____ (the "Term"). Any occupancy of the Premises by the Tenant shall be subject to the present tenant vacating the Premises.

2. Rent.
The Tenant shall pay to the Landlord rent (the "Rent") during the Term in the amount of _____ per month, in advance, on the first day each and every month commencing _____. The Rent shall be paid at the Landlord's office or at such other place as the Landlord may, from time to time, direct. The Tenant shall also pay to the Landlord as Rent a further sum of _____ representing prorated Rent for the period from _____ to _____.

3. Rental Deposit.
The Tenant agrees to pay to the Landlord, upon signing of this lease, the sum of $_____ as prepaid rent to be applied toward the last month's rent of the Term.

4. Utilities.
The Tenant agrees to pay all costs for the supply of utilities to the Premises including electricity, gas, hot water heater, telephone and cable television, and to pay any deposits required by the suppliers of any such utilities.

5. Service & Maintenance.
The Tenant agrees to pay the first $50 of all service calls and maintenance charges.

6. Use and Occupancy of Premises.
The Tenant agrees to use the Premises for residential purposes only and for no other purpose and not to allow the Premises to be occupied or otherwise used by anyone other than the Tenant and the following persons listed below:

Name	Age	Relationship

7. Overdue Rent and Returned Checks.
The Tenant agrees to pay to the Landlord interest on overdue Rent payments at the rate of 15% per annum, compounded monthly. The Tenant also agrees to pay to the Landlord a service charge of $50.00 for each check tendered to the Landlord that is not honored.

8. Assignment and Subletting.
The Tenant shall not assign this Lease or sublet the Premises without the prior written consent of the Landlord, which consent shall not be arbitrarily or unreasonably withheld. The Landlord shall be entitled to reimbursement by the Tenant for any reasonable expenses incurred in connection with the granting of any such consent.

9. Care of Premises.
The Landlord covenants to provide and maintain the Premises in a good state of repair and fit for habitation, and the Tenant agrees to keep the Premises in a reasonable state of cleanliness, to assume all responsibilities for the repair of damages caused by his willful or negligent conduct, or that of persons who are permitted on the Premises by him; and the Tenant further agrees not to make, or carry out any alterations or to decorate, without first obtaining the Landlord's approval in writing.

10. Property Taxes.
All real property taxes as assessed against the Landlord with respect to the Premises shall be payable by him, provided that the Tenant, at his option, may change the assessment for school purposes, and the Tenant agrees to pay any increased costs resulting therefrom.

11. Entry by Landlord.
The Landlord may enter the Premises and view the state of repair, and shall be entitled to make such repairs and alterations as are required and/or necessary; provided that such entry shall only be made in accordance with the terms and conditions of the law prevailing in location of the Premises.

12. Representations and Warranties.
The Tenant agrees that there was no promise, representation, undertaking or warranty by or binding upon the Landlord with respect to any alteration, remodeling or decorating of or installation of equipment or fixtures in the premises except such, if any, as is expressly set forth in this lease.

13. Rules and Regulations.
The Tenant agrees to observe and comply with the Rules and Regulations in Schedule "A", attached hereto, with such variations, modifications and additions as shall from time to time be made upon notice to the Tenant by the Landlord.

14. Additional Covenants by Tenant.
The Tenant further covenants:

a. That upon the termination of this lease to deliver up possession of the Premises to the Landlord or his authorized agent and further to surrender all keys relating to the Premises, entrance doors to the Landlord's building and any other entrance device to the Premises or to the said building.
b. If parking space(s) is included in this lease, the Tenant's automobile(s) shall be kept or stored therein entirely at the risk of the Tenant, and the Tenant further acknowledges that he has received due notice of the fact that any attendant in the said parking space(s) is operating under independent license granted by the Landlord to clean and service cars or otherwise assist Tenants of the building when hired by such Tenants is not a servant or agent of the Landlord for any purpose whatsoever. It is also understood that under no circumstances are the parking space(s) or driveways to be used for washing or repairing cars. The Landlord shall have the privilege of allocating and changing the location(s) of the parking accommodation at any time during the term of the lease. Should the Tenant at any time dispose of his car(s) or for any other reason not require parking accommodation, it is understood and agreed that the Tenant shall not assign or sub-let the space(s) or receive any allowance for same except as agreed to by the Landlord.

c. That no awnings, shades, flower containers, television or radio aerials or any other extensions or obstructions shall be erected over the outside windows, doors or balconies without the written consent of the Landlord.
d. Not to use or permit the balconies to be utilized for the hanging or drying of clothes nor for the purpose of barbecuing. In addition, the Tenant will keep the balconies in a clean condition free of all furniture, goods and other effects.
e. To refrain from the doing of any act in the Premises which would in any way create a risk of fire or result in an increase in the rate of fire insurance covering the building and/or contents and further not to bring or store anything whatsoever therein which would have a like or similar result.
f. That all bicycles owned by the Tenant or his family shall be kept or stored only in such areas as designated by the Landlord and in no circumstances whatsoever will such bicycles be admitted or carried into any other parts of the building including the elevators, hallways, entrances and lobbies.
g. That the taking into and the removal of any household furniture and effects from the premises shall only take place at such time and in such manner as previously agreed to by the Landlord.
h. Not to obstruct the sidewalks, entrances, passageways, stairways or other common areas and not to use same for any purpose other than to gain access to and egress from the Premises of the Tenant.
i. To obtain the written consent of the Landlord before bringing any stove or oven, refrigerator, washer, dryer, dishwasher, air conditioner or any other similar or major appliance into the Premises or building.
j. The Tenant hereby further covenants and agrees that he shall not keep or permit any dog, cat, or other animal, noisy bird, insect or reptile in or about the Premises or its environs.
k. Not to remove any or all of the drapes and/or blinds from the windows without first obtaining the written consent of the Landlord. This includes drapery tracks.
l. That having examined the Premises prior to the execution of this lease, the Tenant is satisfied with its physical condition and taking possession of the premises shall be conclusive evidence of same.
m. Proviso for re-entry by the Landlord on non-payment of rent or nonperformance of covenants. This proviso shall be subject to the terms and conditions of the Residential Tenancy Act.
n. In the event of an emergency requiring repairs or other immediate attention by Tenant, the Tenant hereby agrees to forthwith notify Landlord or his duly authorized agent of such need for repairs or immediate action.
o. The Tenant hereby agrees that no water beds shall be brought into, on, or be used in the Premises without the prior written consent of Landlord or his agent. The Tenant further hereby agrees to be responsible for, and to forthwith pay for, all damages to the Premises and/or to any other areas of the Landlord's property or the property of other Tenant or their environs resulting from leaks, bursting or other flow of water from any such water bed.

15. Delivery Services.

Tenant acknowledges and agrees that the Landlord shall have the right to limit access to the building by delivery services where such services are not in the best interests of the building or its occupants.

16. Electrical and Mechanical.

In the event of any breakdown of the electrical, mechanical, heating or plumbing systems, the Landlord will not be liable or responsible for damages, personal discomfort or any illness arising therefrom, but the Landlord will carry out all necessary repairs with reasonable diligence.

17. Restrictions to be Observed.
Any additional services or amenities provided by the Landlord such as swimming pool, sauna bath, play areas, or others which are for the exclusive use of the tenants and/or those members of their families occupying the Premises and all the rules and regulations governing the use of same, must be adhered to otherwise the Landlord or his agent may restrict or refuse the use of such services or amenities.

18. Locks.
Tenant hereby consents to any alteration made in the locking system or to any change of locks in the Building in which the Premises are located. Tenant will not change lock without express permission of Landlord.

19. Enjoyment of Premises.
Landlord and Tenant mutually covenant that neither, by their own acts or those of their family, servants, guests or agents will do or permit any act upon the Premises which may in any way be objectionable or injurious to the reputation of the Premises or of either party. Furthermore, the Landlord agrees not to do or cause anything to be done, which may be deemed to be unreasonably disturbing to the Tenant. Similarly the Tenant agrees not to do or cause anything to be done, which may be deemed to be unreasonably disturbing to the landlord or other tenants of the Building.

20. Notice of Termination of Tenancy.
a. If either the Landlord or the Tenant desire to terminate the tenancy at the expiration or end of the Term, he shall give notice in writing to that effect to the other party in accordance with the provisions of law prevailing in location of the Premises.
b. After the delivery of such notice of termination by either party, the Landlord shall be entitled to show the Premises to prospective tenants at all reasonable hours.
c. If neither party delivers such notice of termination to the other, then upon the expiration of the Term, the Tenant shall become a monthly tenant only subject to the terms and conditions as set out and the said monthly rental rate may be increased by the Landlord upon giving the Tenant the proper notice of such rental increase.
d. Any monthly tenancy as may be created under 'c.' may be terminated by giving notice not less than 60 days before the date the termination is specified to be effective and shall be specified to be effective on the last day of a month of the tenancy; provided that any such notice of termination shall be without prejudice to the Landlord's right to show the Premises to prospective tenants at all reasonable hours after such notice has been delivered.
e. In the event that the Tenant is obliged to vacate the Premises on or before a specified date, and the Landlord enters into a lease with a third party to rent the within premises for any period thereafter to such third party, and the Tenant fails to vacate the Premises on or before the due date thereby causing the Landlord to be liable to such third party, then the Tenant will (in addition to all liability for compensation to the landlord for the breach) indemnify the Landlord for all losses suffered thereby as a result thereto.

21. Breach of Covenant and Remedy.
a. In the event that either party, at any time, is in breach of any covenant contained herein (save and except the covenant to pay rent), the other party shall be obliged to provide written notice of such breach within 30 days from the date that such breach came to his attention and shall allow a reasonable period of time to the defaulting party in which to remedy such breach. Where either party fails to provide the other party with the required notice, neither party shall be entitled to a remedy for the alleged breach. Furthermore, the offending or defaulting party shall, upon remedying the breach, be relieved of any further liability therefore.
b. If on any rental due date the Premises are vacant and no payment of Rent has been

received by the Landlord as yet, then it shall be presumed that the Tenant has abandoned the Premises and the Landlord shall, in that event, be entitled to, and may, in fact, take immediate possession of the Premises.

c. The Tenant and the Landlord hereby mutually consent and agree that in the event the Tenant breaches any term and/or condition of this lease, the Landlord shall be entitled to alter or cause to be altered the locking system to the Premises.

22. Liability.

Landlord shall in no way whatsoever be liable or responsible for any damage, however caused, to any property (including automobiles and contents thereof) belonging to or owned by the Tenant or any members of his family or to any other person while such property is located upon the Premises or anywhere else on the property of the Landlord; furthermore, the Landlord shall be relieved from all liability for any damage to any such property at any time located upon the Premises arising from gas, steam, water, rain or snow, which may leak into, issue or flow from any part of the Premises or the Building, or from the gas, water, steam or drainage pipes or plumbing works of the same or any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wires or for any damage caused by anything done or omitted to be done by any tenants of the Landlord. The Landlord shall not in any way whatsoever be responsible or liable for any personal injury or death that be suffered or sustained by the Tenant, his employee(s), any member of his family, his agents, servants, guests or other invitees who may be upon the Premises or the Building or appurtenances thereto. All risks of such injury or death shall be assumed by the Tenant who shall hold the Landlord harmless and indemnified therefrom. The Tenant shall be liable for any damage done by reason of water being left running from the taps in the Premises.

23. Amendment or Waiver.

No amendment or waiver of any part of this lease shall be effective unless same is in writing and attached to or endorsed upon the said lease by the Tenant and the Landlord or his agent, it being specifically understood and agreed between the parties hereto that the Landlord's janitors and/or superintendents are NOT authorized agents of the Landlord within the meaning of this clause.

24. Notices.

Except where otherwise provided by law, any notice required or contemplated by any provision of this lease shall be deemed to be sufficiently given if served personally, or deemed to be received within 72 hours of mailing post prepaid in a registered letter addressed to the Landlord as set forth herein, or to the Tenant at the address of the Premises.

25. Miscellaneous.
The lease and everything contained in it shall extend to and bind and benefit the heirs, executors, administrators, successors and assigns (as the case may be) of the parties to it, subject to the consent of the Landlord being obtained to, to an assignment or sublease by the Tenant, and where there is more than one Landlord or Tenant is male, female or a corporation, the provisions of this lease shall be read with all necessary grammatical changes. All covenants in this lease entered into by more than one tenant shall be construed as both joint and several.

Landlord: Irina Tabac	Signature:	Date:
Witness:	Signature:	Date:
Tenant:	Signature:	Date:
Tenant:	Signature:	Date

ATTACHMENT A
RULES AND REGULATIONS (some or all may apply)

1. **Moving of Furniture**. Household furniture and effects shall not be taken into or removed from the premises except at such times and in such manner as are first approved by the landlord. No heavy furniture or other objects shall be moved over the floors of the rooms, halls, landings or stairs so as to mark them. There shall be a moving deposit of paid to landlord prior to the move.

2. **Floors**. Floors shall be kept clean and polished by the tenant at all times, and rugs shall be laid thereon to suppress noise that might disturb neighboring tenants.

3. **Walls**. The tenant shall not paint, paper or decorate any part of the premises without first obtaining the consent of the Landlord. Spikes, hooks, nails or screws shall not be inserted in the walls or floors or woodwork of the premises.

4. **Windows and doors**. All glass, locks, and trimmings upon the doors and windows of the premises shall be kept whole, and damaged part thereof immediately replaced or repaired to the satisfaction of the landlord or his agent. Windows shall not be allowed to remain open so as to admit rain or snow or cause injury to the property of other tenants or to the property of the landlord. Tenants neglecting this rule are to be held responsible for any resulting damage.

5. **Locks**. Additional locks or bolts shall not be placed upon any door of the premises, and the present locks shall not be altered, without the written consent of the landlord, which shall be endorsed upon the lease.

6. **Radiators and ventilators**. Air vents attached to radiators shall not be opened. If any radiator or air vent is found out of order from any cause, the janitor shall at once be notified. Any damage to the property of the landlord or of other tenants caused by neglect of these precautions shall be the responsibility of the tenant whose radiator has become defective. The tenant shall not tamper with the grills or any part of the mechanical ventilators or any part of the equipment in the building.

7. **Water and water-closets**. Water shall not be left running unless it is in actual use in the premises or in the laundry attached to the premises. Water-closets and other water apparatus shall not be used for any purpose except that for which they are constructed. No sweepings, garbage, rags, ashes, or any other similar substances shall be thrown therein. Any damage resulting to the drains from misuse or from unusual or unreasonable use shall be borne by the tenant to whose apartment the damage is traceable.

8. **Electrical installations**. The landlord or his agents will direct electricians where and how the wires are to be introduced, for telephone service and without such direction drilling or cutting for wires will not be carried on. If a tenant desires to install, add to or alter gas or electric light fittings he must arrange with the landlord for the necessary connections and no gas pipe or electric wire may be introduced without the authorization in writing of the landlord. The tenant shall not install on his premises additional equipment, additional electrical circuits, or additional electrical or other appliances which may overload existing electrical circuits without the written consent of the landlord.

9. **Aerials**. A telephone, radio, or television aerial shall not be erected, installed or attached to the building by the tenant.

10. **Laundry appliances**. No washing or drying machines shall be brought upon the premises or into the building without the consent in writing of the landlord.

11. **Balconies**. Awnings shall not be erected on the outside of the windows or above the balconies of the premises without the prior consent of the landlord in writing. Cleaning utensils, bedding or rugs shall not be shaken or beaten from any window, door or balcony. Hanging or drying of clothes and barbequing is not permitted on the balcony, and the balcony shall not be used for storage. In washing balcony floors, water shall not be permitted to escape over the sides of the floor. Summer furniture only may be placed on the balcony. Nothing shall be allowed to overhang any window-sill or to project beyond any balcony railing.

12. **Interference from appliances**. The tenant shall not use any electrical appliance or power tool on the premises so as to interfere with the reception of any radio or television set or the operation of any power tool or electrical appliance in the building. If the landlord informs the tenant that such interference has occurred, the tenant shall discontinue such interference immediately.

13. **Noise**. Noise of any kind which in the opinion of the landlord may be calculated to disturb the comfort of any other occupant of the building shall not be made by a tenant, nor shall any noise whatsoever including the playing of any musical instrument be repeated or persisted in after requests to discontinue such noise has been given by the landlord. Pianos, organs, violins, and other musical instruments shall not be permitted to be played by the tenant in the premises after eleven o'clock p.m.

14. **Animals**. No animal or bird or exotic animals shall be allowed upon or kept in or upon the premises without the consent of the landlord endorsed on this lease.

15. **Fire risks**. The tenant shall not do or permit anything to be done in the premises, or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premium on the building, or on property therein, or which shall obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires or the regulations of the fire department or with any insurance policy upon the building, or conflict with any of the rules and ordinances by the Board of Health or with any statute or municipal by-laws.

16. **Garbage**. Tenants shall not place, leave or permit to be placed or left in any common areas or balconies of the buildings any debris or refuse. Tenants shall wrap all garbage tightly in paper, tie it, and place it in the incinerator provided for that purpose, or as otherwise directed by the janitor.

17. **Entry, passageways and halls**. The entry, passageways, halls and stairways used in common by the tenants shall not be obstructed by any of the tenants or used by them for any purpose save for ingress to and egress from their premises. Tenants shall not place or allow to be placed in the common halls or passageways of the building any boots, or umbrellas.

18. **Storage Space.** If storage is provided by the landlord for use of the tenant, the landlord shall be under no liability for loss, damage, or theft of any of the tenant's goods or chattels stored in the building.

19. **Notices**. Signs, advertisements or notices shall not be inscribed, painted or affixed on any part of the outside of the building or on the inside of the building.

20. **Parking**. The tenant shall not park his/her car in any unauthorized areas. Any tenant parking his/her car in an unauthorized area may be charged with the cost of towing it away. Tenant may not assign his parking stall. The stall is for use with :

Type of Car: _____

Plate number: _____

21. **Landscaping**. Tenants, their families and their guests shall not harm, mutilate, destroy or alter the landscaping works attached to the property, including grass, trees, shrubs, hedges, flowers and flower beds. If landscaping is harmed tenant shall be responsible for all replacement costs. If the landscaping is damaged on the limited common property of the tenants unit it shall be assumed tenant has damaged it.

Disclaimer:
Any forms or information provided by E-Renter USA, on this page or any other form from our site, is not intended to replace legal advice. You are advised to consult an attorney in your area, and to check all local and state regulations.