

***REAL ESTATE LEASE-EXAMPLE ONLY***

This Lease Agreement (this "Lease") is made effective 01/01/08 as of by and between William T Sherman, ("Landlord"), and \_\_\_\_\_, ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Cape Coral Vacation Home  
3 Bedrooms, 2 Bath  
Gulf of Mexico Access  
Swimming Pool  
(The "Premises") located at 1109 SE 32nd Ter, Cape Coral, Florida 33904-4213.

**FURNISHINGS.** The lease of the Premises includes the furnishings listed on the attached exhibit and at the home. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

**OCCUPANTS.** The Premises may not be occupied by more than \_\_\_\_ person(s), consisting of \_\_\_\_ adult(s) and \_\_\_\_\_ child(ren) under the age of 16 years, unless the prior written consent of the Landlord is obtained.

**TERM.** The lease term will begin on \_\_\_\_\_ at 4pm and will terminate on \_\_\_\_\_ at 10am.

**LEASE PAYMENTS.** Tenant shall pay to Landlord \_\_\_\_\_. Lease payments shall be made to the Landlord at 150 Beechmont Drive, Carmel, Indiana 46032, which may be changed from time to time by Landlord.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$35.00 for each check that is returned to Landlord for lack of sufficient funds.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease at 4pm, and shall yield possession to Landlord on the last day of the term of this Lease at 10am, unless otherwise agreed by both parties in writing.

**USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**POOL HEATER.** Electric heat pump runs (while pool pump runs) from December 1<sup>st</sup>- March 31<sup>st</sup>. Will maintain 80°F (+/- 2°) Additional Temperature and/or time can be arranged for an additional fee.

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**KEYS.** The Tenant will be given 2 key(s) to the Premises and 0 mailbox key(s). If all keys are not returned to the Landlord at the end of the Lease, the Tenant shall be charged \$50.00.

**LOCKOUT.** If the Tenant becomes locked out of the Premises, the Tenant will be charged \$50.00 to regain entry.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

**UTILITIES AND SERVICES.**

Landlord will credit \$125.00/week for all utilities in connection with the premises and tenant shall be responsible for all utilities and services in connection with the Premises in excess of \$125.00/week.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling is substantially impaired, Landlord or Tenant may elect to terminate the Lease. Refund of unused days will be applied.

**DEFAULTS.** Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

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**HABITABILITY.** Tenant will inspect the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

**PETS.** \_\_\_\_\_

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Name: William T Sherman  
Address: 17105 S Mill Creek Rd  
Noblesville, IN 46062

TENANT:

Name:  
Address:

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

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**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Florida.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

LANDLORD:

William T Sherman

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William T Sherman  
Owner

TENANT:

Name:

Address:

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Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

	SATISFACTORY	COMMENTS
Carpeting	_____	_____
Walls	_____	_____
Window coverings	_____	_____
Stove	_____	_____
Refrigerator	_____	_____
Dishwasher	_____	_____
Disposal	_____	_____
Screens	_____	_____
Windows	_____	_____
Bathrooms	_____	_____
Closets	_____	_____
Ceilings	_____	_____
Doors	_____	_____
Locks	_____	_____
Lights	_____	_____
Washer/Dryer	_____	_____
_____	_____	_____

\_\_\_\_\_  
Date

TENANT:  
  
\_\_\_\_\_  
\_\_\_\_\_