

Nonlawyer Disclosure

Instructions to Licensee: Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "*Name*" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

ИМЯ И ФАМИЛИЯ РИЭЛТОРА told me that he/she is a nonlawyer and may not give legal
(Name)
advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar and who performs specifically delegated substantive legal work for which a member of The Florida Bar is responsible. Only persons who meet the definition may call themselves paralegals. ИМЯ И ФАМИЛИЯ РИЭЛТОРА informed me that he/she is not a paralegal as defined by the
(Name)
rule and cannot call himself/herself a paralegal.

ИМЯ И ФАМИЛИЯ РИЭЛТОРА told me that he/she may only type the factual information
(Name)
provided by me in writing into the blanks on the form. Except for typing, ИМЯ И ФАМИЛИЯ РИЭЛТОРА
(Name)
may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, ИМЯ И ФАМИЛИЯ РИЭЛТОРА may ask me factual questions to fill in
(Name)
the blanks on the form and may also tell me how to file the form.

Landlord or Tenant:

_____ I can read English. **ОТМЕЧАЕТЕ ЕСЛИ МОЖЕТЕ ЧИТАТЬ ДОГОВОР ПО АНГЛИЙСКИ**

_____ I cannot read English but this notice was read to me by _____
(Name)

in _____ which I understand.
(Language)

ПОДПИСЬ АРЕНДОДАТЕЛЯ

Landlord

ПОДПИСЬ РИЭЛТОРА

Licensee signature

ПОДПИСЬ АРЕНДАТОРА

Tenant signature

RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL HOUSING (OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME, CONDOMINIUM, OR COOPERATIVE (FOR A TERM NOT TO EXCEED ONE YEAR)

(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

AN ASTERISK (*) OR A BLANK SPACE () INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.

NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

I. TERMS AND PARTIES. This is a lease (the "Lease") for a period of СРОК АРЕНДЫ months (the "Lease Term"), beginning (number)

ДАТА НАЧАЛА АРЕНДЫ and ending ДАТА ОКОНЧАНИЯ АРЕНДЫ, between (month, day, year) (month, day, year)

СОБСТВЕННИК НЕДВИЖИМОСТИ and (name of owner of the property)

ИМЕНА И ФАМИЛИИ АРЕНДАТОРОВ (name(s) of person(s) to whom the property is leased)

(In the Lease, the owner, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

Landlord's E-mail Address: Е-mail арендодателя

Landlord's Telephone Number: Телефон арендодателя

Tenant's E-mail Address: Е-mail арендатора

Tenant's Telephone Number: Телефон арендатора

II. PROPERTY RENTED. Landlord leases to Tenant apartment or unit no. № квартиры in the building located at

Адрес known as (street address)

Название дома, Город, (name of apartment or condominium) (city)

Florida Индекс, together with the following furniture and appliances: (zip code)

ПЕРЕЧЕНЬ МЕБЕЛИ И ТЕХНИКИ

[List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises.")

III. COMMON AREAS. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part.

IV. RENT PAYMENTS AND CHARGES. Tenant shall pay rent for the Premises in installments of \$ Сумма оплаты each on the Сроки оплаты day of each Сроки оплаты [month, week]

(a "Rental Installment Period," as used in the Lease, shall be a month if rent is paid monthly, and a week if rent is paid weekly.) Tenant shall pay with each rent payment all taxes imposed on the rent by taxing authorities. The amount of taxes payable on the beginning date of the Lease is \$ Сумма налога for each installment. The amount of each installment of rent plus taxes ("the Lease Payment"), as of the date the Lease begins, is \$ Сумма налога. Landlord will notify Tenant if the amount of the tax changes. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash, valid check, or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations.

Landlord () () and Tenant () () acknowledge receipt of a copy of this page, which is Page 1 of 18.

RLAUCC-1x Rev 8/15 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

Unless this box ☐ is checked, the Lease Payments must be paid in advance beginning _____ (date) _____
If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from _____ through _____ in the amount of \$ _____ and shall be due
(date) (date)
on _____ (date). (If rent paid monthly, prorate on a 30-day month.)

V. DEPOSITS, ADVANCE RENT, AND LATE CHARGES. In addition to the Lease Payments described above, Tenant shall pay the following: (check only those items that apply)

- ☒ a security deposit of \$ _____ to be paid upon signing the Lease. _____
advance rent in the amount of \$ _____ for the Rental Installment Periods of _____
to be paid upon signing the Lease. _____
☐ a pet deposit in the amount of \$ _____ to be paid upon signing the Lease. _____
☐ a late charge in the amount of \$ _____ for each Lease Payment made more than _____
days after the date it is due. _____
☐ a bad check fee in the amount \$ _____ (not to exceed \$20.00 or 5% of the Lease Payment,
whichever is greater) if Tenant makes any Lease Payment with a bad check. If Tenant makes any Lease Payment
with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order.
☐ Other: _____
☐ Other: _____

VI. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

A. Landlord shall hold the money in a separate interest-bearing or non-interest-bearing account in a Florida banking institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least 75% of the annualized average interest paid by the bank or 5% per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or

B. Landlord must post a surety bond in the manner allowed by law. If Landlord posts the bond, Landlord shall pay Tenant 5% interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

C. If Landlord rents 5 or more dwelling units, then within 30 days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant in writing of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

VII. NOTICES. _____ is Landlord's Agent. All notices to Landlord and all
(name)

Lease Payments must be sent to Landlord's Agent at _____
(address)

unless Landlord gives Tenant written notice of a change. Landlord's Agent may perform inspections on behalf of Landlord, subject to Article XII below. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord or Landlord's Agent.

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

VIII. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant also shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises.

If the Premises are located in a condominium or cooperative development, the Lease and Tenant's rights under it, including as to the common areas, are subject to all terms of the governing documents for the project, including, without limitation, any Declaration of Condominium or proprietary lease, and any restrictions, rules, and regulations now existing or hereafter adopted, amended, or repealed.

Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 18.

Если не отмечено галочкой, то арендодатель имеет право изменить или отменить правила использования общих зон

Unless this box ☐ is checked, Landlord may adopt, modify, or repeal rules and regulations for the use of common areas and conduct on the Premises during the Lease Term. All rules and regulations must be reasonable and in the best interest of the development in which the Premises are located.

Арендодатель допускает ночлег гостей. Если количество дней не указано то, по умолчанию считается 7 ночей в месяц

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than _____ nights in any calendar month (If left blank, 7). Landlord's written approval is required to allow anyone else to occupy the Premises.

Если не отмечено (или не был оплачен депозит за животных) Арендатор не имеет права держать в квартире домашних животных, без письменного согласия Арендодателя

Unless this box ☐ is checked or a pet deposit has been paid, Tenant may not keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing.

Если не отмечено галочкой, то курение в квартире и/или прилегающих помещениях ЗАПРЕЩЕНО

Unless this box ☐ is checked, no smoking is permitted in the Premises.

Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent.

Tenant shall not create any environmental hazards on or about the Premises.

Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.

Если не отмечено галочкой, то Арендатор может вешать картин и устанавливать сетки на окнах в квартире без предварительного согласия Арендодателя, при условии, что Арендатор демонтирует все и приведет в первоначальный вид до освобождения квартиры.

Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. However, unless this box ☐ is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal.

Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

IX. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed by the person indicated below:

A. Landlord's Required Maintenance. Landlord will comply with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall maintain and repair the roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keep the plumbing in reasonable working order. If the Premises are located in a condominium, Landlord and Tenant acknowledge that the maintenance of the structural elements and common areas is performed by the condominium association as part of the common area maintenance. Landlord shall assure that the association complies with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall assure that the association maintains and repairs roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keeps the plumbing in reasonable working order. Landlord will be responsible for the maintenance of any items listed above for which the association is not responsible.

B. Elective Maintenance. Fill in each blank space in this section with Landlord or Tenant to show who will take care of the item noted. If a space is left blank, Landlord will be required to take care of that item (or assure that the association takes care of the items if the Premises are located in a condominium).

УКАЗЫВАЕТСЯ КТО ОПЛАЧИВАЕТ УТИЛИТЫ

<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Smoke Detectors
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Locks and keys
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Clean and safe condition of outside areas
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Garbage removal and outside garbage receptacles
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Running water
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Hot water
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Lawn
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Heat
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Air conditioning
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Furniture
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Appliances
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Fixtures
<input type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Pool (including filters, machinery, and equipment)
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Heating and air conditioning filters
<input type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Other: _____

УТИЛИТЫ - КОММУНАЛЬНЫЕ РАСХОДЫ

Tenant's responsibility, if any, indicated above, **shall** include major maintenance or major replacement of equipment.

Landlord shall be responsible for major maintenance or major replacement of equipment, except for equipment for which Tenant has accepted responsibility for major maintenance or major replacement in the previous paragraph.

Major maintenance or major replacement means a repair or replacement that costs more than \$ МАКС. СУММА ОПЛАТЫ ЗА УТИЛИТЫ.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 18.

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Tenant shall be required to vacate the Premises on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

C. Tenant's Required Maintenance. At all times during the Lease Term, Tenant shall:

1. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
2. keep the Premises clean and sanitary;
3. remove all garbage from the dwelling unit in a clean and sanitary manner;
4. keep all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; and
5. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators.

Арендатор обязуется оплатить все расходы за коммунальные услуги на весь срок аренды, за исключением

X. UTILITIES. Tenant shall pay all charges for hook-up, connection, and deposit for providing all utilities and utility services to the Premises during the Lease Term except Указываются коммунальные услуги, которые будет оплачивать Арендодатель, which Landlord agrees to provide at Landlord's expense. (Specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc.).

XI. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

XII. LANDLORD'S ACCESS TO PREMISES. Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 1. with Tenant's consent;
 2. in case of emergency;
 3. when Tenant unreasonably withholds consent; or
 4. if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

XIII. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

XIV. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

XV. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

Если не отмечено, то Арендатор не имеет права передавать квартиру в субаренду без письменного согласия Арендодателя

XVI. ASSIGNMENT AND SUBLEASING. Unless this box ☐ is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining Landlord's written approval and consent to the assignment or sublease.

XVII. RISK OF LOSS. Subject to the next sentence, Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if such damage, theft, or loss is caused by Tenant, Tenant's family, agents, employees, guests, or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct.

XVIII. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

XIX. LIENS. The interest of the Landlord shall not be subject to liens for improvements by the Tenant as provided in Section 713.10, Florida Statutes. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 18.

Согласно условиям аренды, Арендатор должен быть одобрен ассоциацией дома (управляющей компанией)
Данная процедура оплачивается Арендатором либо Арендодателем (согласно проставленным галочкам)

XX. APPROVAL CONTINGENCY. If applicable, the Lease is conditioned upon approval of Tenant by the association that governs the Premises. Any application fee required by an association shall be paid by ☐ Landlord ☐ Tenant. If such approval is not obtained prior to commencement of Lease Term, either party may terminate the Lease by written notice to the other given at any time prior to approval by the association, and if the Lease is terminated, Tenant shall receive return of deposits specified in Article V, if made. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. ☐ Landlord ☐ Tenant shall pay the security deposit required by the association, if applicable.

XXI. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but in no event may the total Lease Term exceed one year. A new lease is required for each year.

Отметка ставится, если дом был построен до 1978 года. Дома построенные до 1978 могут иметь отделку/краски на свинцовой основе

XXII. LEAD-BASED PAINT. ☐ Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant)

Согласно законам штата, Арендодатель обязан уведомить Арендатора, если ему известно о фактах использования свинца в отделке Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

Инициалы Арендодателя о том, что он уведомил о наличии свинца в отделке

_____ (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the Lessor (check (i) or (ii) below):

(i) ☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

Инициалы Арендатора о том, что он уведомлен о наличии свинца в отделке

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet **Protect Your Family From Lead in Your Home**.

Agent's Acknowledgment (initial)

Инициалы Риэлтора о том, что он уведомил о наличии свинца в отделке

_____ (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

ПОДТВЕРЖДЕНИЕ ДОСТОВЕРНОСТИ ДАННЫХ (ПОДПИСИ СТОРОН)

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Подпись Арендодателя и дата

Lessor's signature

Date

Подпись Арендодателя и дата

Lessor's signature

Date

Подпись Арендатора и дата

Lessee's signature

Date

Подпись Арендатора и дата

Lessee's signature

Date

Подпись Риэлтора и дата

Agent's signature

Date

Подпись Риэлтора и дата

Agent's signature

Date

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 18.
RLAUCC-1x Rev 8/15 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.