

RESIDENTIAL LEASE

This agreement, made this **1st** day of **Month** 20**1** between:

Landlord

Address: **1**

Hereinafter referred to as the the LANDLORD and

Tenant

, hereinafter referred to as the TENANT, concerning the lease of the following described property,

Address
County

Is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the owner(s) of the premises, its heirs, assignees or representatives and/or any agents(s) designated by the owner(s)

TERM OF LEASE: This agreement shall commence: **X/XX/201X** thru **X/XX/201X** 11.59PM at which time this agreement is terminated. Upon termination date TENANT shall be required to vacate the premises unless LANDLORD and TENANT formally create and execute a new written and signed agreement.

If for any reason beyond LANDLORD'S control, LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the lease may be canceled at the TENANT'S or LANDLORD'S option without LANDLORD, or AGENT being liable for any expenses caused by such delay or termination. In the event that TENANT decides to wait for LANDLORD to deliver premises, then TENANT shall not be liable for rent for days that TENANT is delayed from taking possession of the premises. TENANT is bound by this lease for the total amount of rent due under this lease for the entire term of this lease beginning on the commencement date and ending at the expiration date.

OCCUPANTS: Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **Tenant**

A reasonable number of guests may occupy the premises without prior consent if stay is limited to 14 days.

RENT: TENANT agrees to pay the monthly rent amount equal to \$ **XXXX.00** rent on the **1^{st/15th}** day of each month, hereinafter referred to as due date, In advance without demand at LANDLORD's address. Rent must be received by LANDLORD on or before the due date. A late fee of \$50.00 plus \$20.00 per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 3rd day after the due date. No cash will be accepted. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check, dishonored checks will be subject to a \$30.00 check fee charged as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid. LANDLORD may serve TENANT with a Three-Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The

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imposition of late fees and/or dishonored check charges are not a substitution or waiver of available Florida law remedies. If rent is not received by the due date, LANDLORD may serve a Three-day Notice on the next day or any day thereafter as allowed by law. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind, including late charges and/or my other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above by certified mail.

ADVANCE RENT: Tenant agrees to pay \$ XXXX.00 for the last 2 month's rent of the lease term or any extension. The required prepaid rent shall be waived upon renewal of the lease if all required payments have been made on or before the due date.

SECURITY DEPOSIT: TENANT agrees to pay LANDLORD the sum of \$ XXXX.00 as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damage to the premises, costs, and the attorney's fees associated with TENANT'S failure to fulfill the terms of this lease. TENANT cannot dictate that this deposit be used for any rent due. If tenant breaches this lease by abandoning, surrendering, or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension), the deposit will be automatically be forfeited as a penalty for breaking the lease. TENANT will be responsible for unpaid rent, physical damages, advertising costs, and re-leasing costs incurred to re-renting the property, future rent due, attorney's fees, costs and any other amount due under the terms of the tenancy under Florida law. The security deposit (and advance rent, if applicable) will be held by LANDLORD in the following manner: Deposited in a separate non-interest bearing account with. Landlord please complete with bank details and initial

Florida statutory law §83.49(3) provides:

3 (a) Upon vacating the premises for termination of the lease, if the landlord does not intent to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or 30 days in which to give the TENANT written notice by certified mail to the TENANT'S last known mailing address of his intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of ----- upon your security deposit due to ----- . It is sent to you as required by §83.49(3) Florida statues. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address). If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his right to impose a claim on the security deposit.

(b) Unless the TENANT objects to the imposition of the LANDLORD'S claim or the amount thereof within 15 days after receipt of the LANDLORD'S notice of intention to impose a claim, the LANDLORD may then deduct the amount of his claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of this notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs, reasonable fees for his attorney. The court shall advance the cause on the calendar.

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Security deposit refunds, if any, shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and may not be picked up in person from LANDLORD.

PETS: TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval.

ASSIGNMENT/SUBLET: TENANT shall not sub-let or assign this lease without express written consent of LANDLORD. TENANT shall deliver possession of premises in good order and repair to LANDLORD upon termination of this agreement. Any unauthorized transfer of .Any transfer of interest by the TENANT shall be a breach of this agreement.

APPLICATION: If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy.

FIXTURES AND ALTERATIONS: TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy. In the event there is personal property, except for items designated as fixtures, an inventory of such items shall be attached hereto and identified as Schedule "A" and become a part of this lease agreement. Such items of personal property shall be and become a part of the demised premises. The Items designated as follows are the personal property of the LANDLORD and may be used by the TENANT at the discretion of the LANDLORD on the hereinafter specified terms. TENANT agrees not to abuse these items or remove them from the premises and TENANT is responsible for any repairs resulting from the use other than normal wear and tear.

USE OF PREMISES: TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of this premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper, etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting services on the premises. TENANT shall secure insurance immediately for any water-filled devices with a loss payable clause to LANDLORD.

SMOKING Smoking is not permitted inside the premises by the TENANT, guests or invitees. Tenant understands that smoking shall be considered a material default under this agreement.

RISK OF LOSS: All TENANT'S personal property shall be at the risk of the TENANT or owner thereof. LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storms, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. TENANT is strongly urged to secure Insurance for personal property. LANDLORD maintains homeowners insurance.

DEFAULTS: (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any term, condition or covenant of this lease (and, if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions, or (3) failure of TENANT to comply with any Federal, State and/or County laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises, shall constitute a default by TENANT. Upon default, in addition to complete forfeiture of the security deposit, rent due for the remaining term of the lease is accelerated. TENANT shall owe this rent and LANDLORD may begin eviction procedure after

Initial: Tenant(s) _____ Initial Landlord(s) _____ 3

proper notice is given under Florida law. If the TENANT abandons or surrenders possession of the premises during the lease terms or any renewals or is evicted by the LANDLORD, LANDLORD may retake possession of the premises, and make a good faith effort re-rent it for the TENANT'S account. Retaking of possession shall not constitute a rescission of this lease or a surrender of the leasehold estate.

ATTORNEY'S FEES: If LANDLORD employs an attorney due to TENANT'S violation of the terms and conditions of his lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. TENANT waives the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

UTILITIES: LANDLORD is responsible for providing the following utilities only: NONE. TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT'S name with accounts kept current throughout occupancy. If the utilities in which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated.

VEHICLES: Vehicle(s) must be correctly licensed, owned/leased by TENANT or his employer, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo/homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without LANDLORD'S prior written approval. TENANT is not to repair or disassemble vehicles on premises. Vehicles not meeting the above requirements are unauthorized vehicles subject to being towed at the TENANT'S expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicles belonging to guest or invitee of TENANT. TENANT agrees that only the following maximum number of vehicles will be parked on the premises: **X**

MAINTENANCE/INSPECTION: TENANT agrees that they have fully Inspected the premises and accepts the condition of the premises in "AS-IS" condition except as noted on 'Move-in Check List' to be completed at the time of move-in with no warranties or promises, expressed or implied. TENANT shall maintain the premises in good, clean and tenable condition throughout the tenancy, keeping all plumbing fixtures in good repair, use all electrical, plumbing, heating, and cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage beyond normal wear and tear to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent.

TENANT must use vendors approved by LANDLORD. TENANT may not remodel or structurally change the premises nor remove or add any fixture without written permission from LANDLORD. LANDLORD will make necessary repairs to premises with reasonable promptness after receipt of written notice from TENANT to LANDLORD for major deficiencies, which create unsafe or untenable conditions. Major repairs include plumbing leaks, heating/cooling systems failure, provided and built-in appliance failure or major structural defects. TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, PEST CONTROL, LOCKS/KEYS, COOKING ELEMENTS, DRIPPNG AND RUNNING PLUMBING, INCLUDING COMMODE, (including flapper and flush valves in toilets), WINDOWS, LOOSE SCREWS, LIGHT BULBS/FUSE REPLACEMENT, SCREENING AND ANY GARBAGE DISPOSAL (if provided) condition caused from misuse of the disposal. Tenant shall be fully responsible for, and agrees to maintain and repair at Tenant's expense, the following: SMOKE ALARM (S), including batteries, WASHER, DRYER.

In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for damages suffered, if any. TENANT shall notify LANDLORD

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immediately of any maintenance needed, maintenance performed or repairs in writing. TENANT agrees that they will not have repairs done and deduct such costs from the rent. Emergencies are classified accordingly: Heavy structural (roof, foundation and wall) damage; Electrical – arcing, fire, smoke, no power, overhead fixtures; Plumbing – flooding, stoppage for all drains; No heat – ONLY when outside temperature is 40 degrees or below; Theft – notify police immediately and report details next work day to LANDLORD; Fire – notify fire department immediately followed by emergency call to LANDLORD. TENANT shall assume responsibility for minor repairs. Repairs with a cost of less than \$150 .00 shall be deemed minor repairs.

LANDSCAPING/GROUNDS/POOL MAINTENANCE: *Landlord/Tenant* shall maintain any surrounding grounds, including lawns and shrubbery and keep the same clear of rubbish or weeds and edge. If such grounds are a part of the premises, and are exclusively for the use of TENANT. TENANT agrees to irrigate the grounds and/or make sure sprinkler systems are operating properly, if applicable, and notify LANDLORD immediately in writing of any problems. With regard to maintenance of the pool, if one exists, the parties agree as follows; : *Landlord/Tenant* shall maintain the pool by providing regular and periodic chemical treatment as may be necessary to maintain the pool in a clean and sanitary manner and to provide regular cleaning of the pool and filter. Pool chemicals are to be purchased by TENANT, unless otherwise stated. In the event the TENANT fails to properly maintain the grounds and/or landscape and/or pool, if applicable, as required by this Lease agreement, the LANDLORD shall provide written notice to the TENANT specifying the manner in which the TENANT has failed to comply with the provisions of this paragraph and the action required for compliance. If the TENANT fails to take remedial, appropriate action to cure the noncompliance within seven (7) days of written notice, the LANDLORD may, at his election, obtain a yard service and/or pool service, if applicable, and all expenses associated therewith shall be decreed additional rent and shall be payable with the next installment rent payment.

RULES AND REGULATIONS

- (a) Locks: TENANT is prohibited from adding locks to, changing, or in any way altering locks installed on the doors of the premises without written permission of LANDLORD.
- (b) Storage: No goods or materials of any kind that are combustible or would increase fire risk shall be taken or placed on the premises. Storage shall be TENANT’S risk and LANDLORD or his AGENT shall not be responsible for any loss or damage. Outside storage of garbage cans, bikes, grills and other miscellaneous item is prohibited unless stored out of view of street
- (c) Walls: No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any parts of the premises.
- (d) The TENANT is required to change air conditioner filter(s) every month at TENANT’S expense and if damage to system results from not changing filters, TENANT agrees that TENANT will be liable for any damage to the system.

PEST CONTROL: TENANT is responsible for routine pest control for insects, rodents and other pests after the initial 30 days of the lease. LANDLORD is responsible for termites and wood destroying organisms. If LANDLORD must ask TENANT to vacate the premises for extermination purposes, LANDLORD will rebate rent for the days TENANT is unable to occupy the premises. If pets are permitted, TENANT agrees to have premises treated for ticks and fleas by a professional exterminator at TENANT’S expense upon termination of this agreement.

VACATING:

Entire property is left as follows (regardless of condition at occupancy.)
At the expiration of this agreement and no new lease is signed, TENANT shall peacefully surrender the premises and turn in all keys and any other property owned by Landlord leaving the premises in good, clean

condition, ordinary wear and tear accepted. TENANT agrees to have the carpeting cleaned professionally before surrendering the premises or TENANT will incur a minimum carpet cleaning fee of **\$375.00** as additional rent to arrange and pay for the service. TENANT agrees to have the premises cleaned professionally before surrendering the premises or TENANT will incur a minimum cleaning fee of **\$475.00** as additional rent to arrange and pay for the service.

TENANT must use a professional cleaning ,and carpet cleaning ,company approved by LANDLORD only. In the event all keys or remotes are not returned upon move-out there will be a minimum charge of \$50.00. A/C and heating equipment is clean , including return vents and filters. If not, a service charge will be deducted from deposit. Cut and trim lawn and shrubs, if applicable, and needed. Close and lock all windows, close window treatments and lock doors. Attached is the move in inspection addendum, which is made part of this lease.

EXPIRATION OF LEASE AND RENEWAL:

LANDLORD reserves the right to refuse a lease renewal and require TENANT to vacate on the expiration date. If TENANT fails to vacate after termination, TENANT shall additionally be held liable for holdover (double) rent.

RIGHT OF ENTRY: LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for inspecting the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

LANDLORD has immediate right of entry in case of emergency, or to protect or preserve the premises, TENANT shall not alter or add locks without prior consent. If consent is given, TENANT must provide LANDLORD with key to all locks. LANDLORD may place a "For Sale" or "For Rent" signs on the premises at any time.

CONDEMNATION ACTS OF GOD: If, for any reason, the premises are condemned by any governmental authority, or damaged through fire, act of God, nature or accident, this lease shall terminate at LANDLORD'S option as of the date of such condemnation, damage or destruction and TENANT hereby waives all claims against LANDLORD for any damages suffered by such.

WAIVERS: The rights of the LANDLORD under this Lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

INDEMNIFICATION: TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family or guests. TENANT at all times will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons caused by the acts, omissions, neglect or fault of TENANT, his agents, family or guests, or arising from TENANTS failure to comply with any applicable laws, statutes, ordinances or regulations.

NOTICE: Any notice required by this agreement shall be in writing and delivered. In accordance with requirements under Chapter 83 of Florida Statutes, unless special provisions are otherwise stipulated in another paragraph of this agreement.

INTEGRATION: This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements,

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conditions, or understandings, oral or written, between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void, but all other terms and conditions of the agreement shall be in effect.

MODIFICATIONS: No subsequent alteration, amendment, changes or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by parties.

LEGAL ADVICE: You should contact your attorney if you have any questions or need assistance in drawing up or reviewing a lease agreement. Real Estate Brokers are not attorneys and they are not permitted to provide this legal service.

RADON GAS: State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of RADON that exceed federal and State C guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit".

ABANDONED PROPERTY: By signing this rental agreement, the TENANT agrees that upon Surrender or abandonment as defined by the Florida statutes, The LANDLORD shall not be liable or responsible for storage or disposition of the TENANT's personal property.

ACKNOWLEDGMENT TENANT hereby acknowledge that they have read, understand and agree to all parts of this document. A copy of this lease is provided to you at the time of signing. Should additional copies be needed, a fee of \$25 will be required. Fee is due at the time of the request and a copy will not be provided until fee is collected.

Tenant acknowledges (Initial) N/A that Tenant has received the pamphlet "Protect Your Family from lead in Your Home" If the property was built before 1978 and has given disclosure regarding known Lead-based paint.

ADDENDUMS MADE PART OF THIS LEASE:

- () Pet addendum
- (X) Addendum: A
- ()

Orange County Fl. Dated this XX/XX/2011

TENANT

LANDLORD

TENANT

LANDLORD

Print name (s)

Print name (s)

Initial: Tenant(s)

Initial Landlord(s)

ADDENDUM A

This addendum agreed and signed upon this XX / XX / 2011

between:

Landlord

LANDLORD and

Tenant

TENANT, concerning the lease of the following described property,

EARLY POSSESSION: In the event that LANDLORD allows TENANT to take possession of the property before commencement of the lease, LANDLORD AND TENANT agree that the terms shall be same as agreed in the lease and that TENANT shall pay LANDLORD a per Diem equal to 1/30 of the monthly rent installment

NO MANAGEMENT: In the event of a dispute concerning the tenancy created by this agreement, TENANT and LANDLORD acknowledge that the premises are not managed by RE/MAX Properties SW, Inc. and its agents, and agree to hold harmless RE/MAX Properties SW, Inc., its agents, heirs, employees and assignees in the event of a legal dispute concerning the tenancy or the security deposit.

FURNISHED If the premises is rented in a furnished condition. It is the owners responsibility to document the contents in the premises at the commencement of the lease.

BROKERAGE COMMISSION Per listing agreement a brokerage commission is due to REMAX PROPERTIES SW INC.-AGENT- after the signing of this lease. LANDLORD agrees that AGENT may deduct the brokerage commission from the first month's rent paid by TENANT.

Orange County Fl. Dated this XX/XX/2011

TENANT

LANDLORD

TENANT

LANDLORD

Print name (s)

Print name (s)

Initial: Tenant(s)

Initial Landlord(s)

PET ADDENDUM

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

1. Additional monthly fee of \$ _____ is added to the monthly rent as additional rent.
2. A **non-refundable fee** of \$ _____ is paid by Tenant(s).
3. Additional security deposit of \$ _____ is paid by Tenant(s). This sum may be used by Landlord to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises.
4. **ONLY PET(S) SPECIFICALLY ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE APPROVED PRIOR TO BRINGING PET ON THE PREMISES.**
5. Pet(s) must be kept on a leash at all times while it is outside of the premises. **PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME.** Tenant(s) agree to fully indemnify the Landlord, owner or agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanais, if applicable.
6. In the event any pet(s) have offspring, Tenant(s) will be in immediate breach of this agreement. All Pet(s) must weigh under the weight limit of _____ lbs. at all times.
7. Tenant(s) may be assigned a designated area to walk pet and Tenant(s) must walk pets in that area only. Tenant(s) are responsible for immediately cleaning up after pet(s) and must do so.
8. Tenant(s) will be responsible for **FULL** replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant(s) also will be responsible for the full cost of any exterminating that may be required because of pet(s).

Tenant(s) agree that approval or denial of all pets(s) is at the sole discretion of owner or agent. Landlord, owner or agent reserves the right to withdraw consent at any time by giving the Tenant(s) 7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenants(s) or employees of owner or agent. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction. Tenant(s) agree that keeping a pet on the premises is a revocable privilege and not a right.

DESCRIPTION OF PET(S)

Type _____ Breed _____ Color _____ NAME _____ LBS _____

Type _____ Breed _____ Color _____ NAME _____ LBS _____

TENANT _____ LANDLORD _____

TENANT _____ LANDLORD _____

Print name(s)

DATE

Initial: Tenant(s)

Initial Landlord(s)