

# Contract to Lease

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APR 12 2011

This CONTRACT TO LEASE is between DELFINE ERMOFF ("Prospective Tenant") and Dona Lucie Woodman ("Prospective Landlord") for the proposed rental of the real property located at 1005 NW 128th Ave North Miami FL 33168

1. **BROKER:**  Listing Broker  Cooperating Broker  
 2. **DEPOSIT RECEIPT:** \$475 Full Month's Security ("Broker") acknowledges receipt of a deposit in the amount of \$ 475

3. **DESCRIPTION OF PROPERTY:** 3 BR 1 1/2 BA  furnished  unfurnished  inventory attached  
 Parking: spaces N/A, vehicles prohibited (if any) \_\_\_\_\_  
 Pets:  prohibited  permitted, restrictions: \_\_\_\_\_  
 Property Use Restrictions: None

Property is to be used by 1 occupant(s) for (purpose): Residential or else  
 4. **TERMS:** Proposed Lease Term to commence on the 15 day of February 2011, and end on the 15 day of February, 2011.

Total rent \$ 475 per \_\_\_\_\_  
 Security deposit \$ 500.00 Pet fee(s)  refundable \$ 0  
 non-refundable \$ \_\_\_\_\_  
 First Month's rent \$ 475  
 Last Month's rent \$ 475  
 Advance rent \$ 775 Other \_\_\_\_\_ \$ \_\_\_\_\_  
 Application fee \$ NONE Other \_\_\_\_\_ \$ \_\_\_\_\_

Security deposit, advance rent, and refundable fees will be held by  Broker  Prospective Landlord  Other \_\_\_\_\_ in a separate  interest bearing  non-interest bearing account in a Florida financial institution.

5. **EXPENSES:** To be paid by:

UTILITIES:	Landlord	Tenant	N/A	MAINTENANCE:	Landlord	Tenant	N/A
Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A/C and Heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas/Fuel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Interior & Ceiling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Exterior & Roof	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn/Shrubbery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Collection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool and Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pest Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Plumbing/Hot water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Windows/doors/screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Electrical System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Garbage Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Structure/Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Smoke Detection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Locks and Keys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Prospective Landlord (D) (E) and Prospective Tenant (LI) acknowledge receipt of a copy of this page, which is Page 1 of 3 pages.

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<u>TAXES:</u>	<u>Landlord</u>	<u>Tenant</u>	<u>N/A</u>
Real Property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sales and Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal Property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intangible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>OTHER:</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<u>INSURANCE:</u>	<u>Landlord</u>	<u>Tenant</u>	<u>N/A</u>
Personal Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. **PREPARATION OF LEASE AGREEMENT:** The parties to this Contract agree to prepare or have prepared a lease agreement consistent with the terms and conditions of this Contract. The lease agreement will be executed by all parties no later than \_\_\_\_\_, \_\_\_\_\_. Lease provisions which conflict with provisions of this Contract will control.

7. **ASSOCIATION APPROVAL:** Where applicable, this Contract is subject to and contingent upon the **Prospective Tenant** being approved by the condominium/cooperative/homeowners association. **Prospective Tenant** will pay a non-refundable application fee of \$ \_\_\_\_\_ and make application for association approval within \_\_\_\_\_ days from the effective date of this Contract. In the event the **Prospective Tenant** is not approved, this Contract will terminate and all deposit(s) made will be refunded to the **Prospective Tenant** unless otherwise specified. The parties will make all reasonable efforts, including any required personal appearances, to obtain Association approval. Occupancy  is  is not permitted prior to Association approval.

8. **FAILURE TO PERFORM:** If **Prospective Tenant** fails to perform any of the promises of this Contract, the deposit(s) paid or agreed to be paid by **Prospective Tenant** may be retained by or for the account of **Prospective Landlord** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, and **Prospective Landlord** and **Prospective Tenant** will be relieved of all obligation under this Contract. If **Prospective Landlord** fails to perform any of the promises of this Contract, the deposit(s) will be returned to **Prospective Tenant** without waiving any action for damages resulting from **Prospective Landlord's** breach.

9. **RETAINED DEPOSITS:** In the event **Prospective Landlord** retains a deposit, **Prospective Landlord** will pay to Broker 50% of the deposit, not to exceed any previously agreed upon compensation, as full consideration for Broker's services.

10. **USE RESTRICTIONS:** The Parties agree that the Property is being rented subject to zoning ordinances, restrictions, limitations, easements, and public utilities of record; however, this Contract is contingent upon the intended use stated in Paragraph 2 being permissible.

11. **ASSIGNABILITY:** This Contract is binding upon and inures to the benefit of the Parties and their respective heirs, personal representatives, and successors. **Prospective Tenant** may not assign this Contract without the prior written consent of the **Prospective Landlord**.

12. **OTHER AGREEMENTS:** No modification or change to this Contract will be valid or binding unless in writing and signed by both Parties.

13. **RADON GAS:** 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 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

14. **BROKERAGE DISCLOSURE:** Broker represents  **Prospective Landlord**  **Prospective Tenant**.

15. **FACSIMILE:** A facsimile copy of this Contract and any signatures thereon will be considered for all purposes as originals.

Prospective Landlord (D) (E) and Prospective Tenant (L) (I) acknowledge receipt of a copy of this page, \_\_\_\_\_ which is Page 2 of 3 Pages.

16. SPECIAL CLAUSES: \_\_\_\_\_  
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\_\_\_\_\_

This Contract is not a lease. It is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

Date: 2-15-11 Prospective Tenant: [Signature] Tax ID/SSN: \_\_\_\_\_

Date: \_\_\_\_\_ Prospective Tenant: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: 2-15-11 Prospective Landlord: [Signature]

Date: \_\_\_\_\_ Prospective Landlord: \_\_\_\_\_

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