

KNOW WHAT'S IN A LEASE BEFORE SIGNING

Before signing a lease, please be sure you understand **All** the rights you are entitled to and limitations you accept. **If you do not completely understand every clause, do not sign a lease!** Please contact the Base Legal office at 494-7357 for an appointment to have your lease reviewed. At minimum you should know the following:

1. Does the lease spell out the exact amount of rent due each month, when it is due and whether or not there is a grace period (usually 3-5 days) in which to pay before a penalty is charged? Does the lease state the required form of payments (money order, cashier check, etc.) and does the lease provide the address or payment location? Is there a clause allowing your landlord to increase the rent before the lease expires?
2. Does your lease clearly state the length of the rental (i.e. weekly, monthly, yearly)? What happens at the end of the original lease if you choose to stay? Can you stay and does the rent increase? Does the lease automatically renew and for how long? How much notice must be given by either party if the lease is not renewed or you choose to move? **Does the lease require you to give your vacating notice at a certain time and how much notice is required?** Remember to always give notice on time, in writing and have the landlord sign that they received the notice. You must also provide a forwarding address. You don't want to jeopardize your deposit refund or incur any additional costs.
3. Does the landlord require a security deposit? Does the landlord require a pet deposit or pet fee? Is all or a portion of both deposits refundable when you move? Are there any termination fees? Does the lease require you to have the carpet cleaned or have a pest control company spray for fleas?
4. Is pest control service provided or is it your responsibility? If provided ask how the work will be accomplished. How often is the service provided, is an appointment made to gain access, and what type of chemicals will be used (will it be harmful to children or pets)?
5. What are the conditions under which your landlord has the right to enter your rental apartment/house?
6. Does the lease state who is responsible for repairs? Know the name and telephone number of the person to contact for repairs or are repairs to facility and furnishings your responsibility? If the landlord promises to make repairs/improvements, ask for it in writing. Unwritten or implied promises may not be kept.
7. Are promises and agreements made to you verbally also spelled out in the lease? (Additions to, as well as deletions from, the text of the lease must be initialed and dated by both you and your landlord.) *Get it in writing!*
8. Can you sublease the unit you are renting? If you are considering a roommate, can a person whose name is not on the lease share with you?
9. Is the rental located in a "deed restricted" community, "homeowners association" or a 55+ community? If so, always obtain a copy of the restrictions for review before signing the lease.
10. Know who maintains the yard, cuts the grass, etc. If it is your responsibility, determine your assigned area/boundaries. Does the landlord provide the equipment?
11. Does the lease state who pays the utilities?
12. Does your lease have any termination clauses or addendums? See Florida Statute Title VI (Civil Practice and Procedure), Chapter 83 (Landlord & Tenant), 83.682: Termination of rental agreement by a service member for specifics on military terminating their lease for PCS or TDY.
13. If you give a landlord a deposit to hold an apartment or house and then change your mind, is your deposit refundable? Remember to have it in writing.

DISCLAIMER: This handout does not cover every situation and is for informational purposes. The information included herein is not, nor is it intended to be, legal advice. You should consult an attorney for individual advice.

Patrick AFB Base Legal Office phone number is 494-7357.