Florida Apartment (Multifamily) Lease Agreement

General template, not legal advice. Have a Florida attorney review before use. Last reviewed October 29, 2026.

This Apartment Lease is made on _____ (Date signed) between the owner or its managing agent (the landlord) and the residents named below for the unit described in section 2 of the community named there. The property is located in Florida, and the law of that state governs this Lease. Where this Lease conflicts with that law, the law controls.

1. Parties and occupants

Owner (legal name) _____

Managing agent and office address _____

Office phone, email and hours _____

Resident 1 full name _____

Resident 2 full name _____

Other occupants (names and ages of minors) _____

Each resident is jointly and severally responsible for all obligations under this Lease. Only the people listed may live in the unit. Guests staying more than _____ (Number of nights) nights in a month need written approval.

2. Unit and community

Community name _____

Street address _____

Unit number _____

City, state and ZIP _____

Assigned parking space(s) _____

Storage unit or locker _____

Mailbox number _____

Appliances in the unit _____

3. Term

The Lease starts on _____ (Start date) and ends at 11:59 p.m. on _____ (End date). If neither party gives at least _____ (Number of days) days of written notice before the end date, the Lease continues month to month on the same terms, at the current month to month rate, which may be changed with the notice Florida law requires.

4. Rent and other monthly charges

Charge	Monthly amount
Base rent	
Parking	
Storage	
Pet rent	
Utility or service charges	
Total monthly charges	

Rent is due in advance on the _____ (Due day) day of each month, paid by _____ (Accepted payment methods) through _____ (Payment portal or office). If rent is not received by the end of a _____ (Grace period in days) day grace period, a late charge of $_____ (Late charge) applies. A returned payment incurs a fee of $_____ (Returned payment fee) where allowed by law.

> Late fee limits: _____ (check the rule in Florida)

5. Security deposit

The resident pays a security deposit of $_____ (Deposit amount). It is not rent. Within the time Florida law requires after move-out, the landlord will return the deposit minus lawful deductions, with an itemized statement, to the forwarding address the resident provides.

> Deposit limit in Florida: Florida law does not cap the amount of a security deposit. Since 2023 a landlord may also offer a monthly fee in place of a deposit. (Florida Statutes sections 83.49 and 83.491)

> Where deposits are held in Florida: The landlord must keep the deposit in a separate Florida bank account, with or without interest, or post a surety bond, and may not mix it with personal funds. (Florida Statutes section 83.49(1))

6. Utilities

Utilities the resident sets up and pays directly: _____ (List). Utilities billed by the landlord, and how they are divided among units: _____ (List and method, such as submeter, ratio billing or flat fee, or none). Utilities included in rent: _____ (List).

7. Community rules

The resident, occupants and guests will follow the community rules attached to this Lease, as updated with written notice. Rules apply equally to all residents and cover topics such as:

- ☐ Quiet hours from _____ (Start time) to _____ (End time), and no noise that disturbs neighbors at any time.
- ☐ Common areas, hallways and stairwells kept clear. No bikes, grills or belongings left in shared spaces.
- ☐ Amenities (pool, gym, clubroom, laundry) used during posted hours, at the resident's own risk, with guests accompanied.
- ☐ Trash bagged and placed only in designated containers. Large items removed by the resident.
- ☐ Balconies and patios kept tidy. No open flame grills where fire codes prohibit them.
- ☐ Parking only in assigned or marked spaces. Unregistered or inoperable vehicles may be towed under posted rules and local law.
- ☐ Building doors and gates kept closed. No propping doors or sharing access codes.
- ☐ Packages picked up promptly from _____ (Package room or locker). The landlord is not responsible for packages it does not sign for.

8. Smoking

Smoking and vaping of any substance are _____ (Prohibited everywhere in the community, or allowed only in designated outdoor areas).

9. Pets

No pets, even visiting pets, without a signed pet addendum. Approved pets: _____ (Type, breed, weight and name, or none). Pet deposit $_____ (Pet deposit) and pet rent as listed above, where allowed by law. Pets must be leashed in common areas, and waste must be picked up. Service and support animals are not pets and are handled under fair housing law.

10. Maintenance and repairs

The landlord will maintain the building, common areas and unit systems as required by law. The resident will keep the unit clean, report leaks, mold, pests and broken items promptly through _____ (Portal, email or office), and pay for damage caused by the resident, occupants, guests or pets beyond normal wear and tear. Emergencies after hours: _____ (Emergency number).

No alterations, painting, wall mounts heavier than picture hooks, lock changes, satellite dishes or appliance installations without written consent, except as federal or state law allows.

> Repair rights and remedies in Florida: If the landlord does not meet maintenance duties, the tenant may give written notice and, after 7 days, withhold rent or end the lease, but must pay the withheld rent into court if the landlord sues. (Florida Statutes sections 83.56(1) and 83.60)

11. Entry

The landlord may enter the unit at reasonable times to inspect, make repairs, perform pest treatment or show the unit, after giving the notice Florida law requires. In an emergency the landlord may enter without notice.

> Notice before entry in Florida: For repairs, the landlord must give at least 24 hours of notice and enter between 7:30 a.m. and 8:00 p.m., except in an emergency or with the tenant's consent. (Florida Statutes section 83.53)

12. Insurance and liability

The landlord's insurance does not cover the resident's belongings or liability. The resident _____ (Must keep renters insurance with liability coverage of at least $ amount and list the landlord as an interested party, or is encouraged to carry renters insurance).

13. Subletting and short stays

The resident may not sublet, assign this Lease, or rent the unit for short stays through any platform without the landlord's written consent, except where state law gives the resident that right.

14. Disclosures and attachments

The resident acknowledges receiving: _____ (List, such as community rules, pet addendum, parking addendum, lead-based paint disclosure for buildings built before 1978, move-in condition checklist, mold or bed bug notices).

> Disclosures required in this state in Florida: Homes built before 1978 need the federal lead-based paint disclosure and the EPA pamphlet. (Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4852d)) Every rental agreement must include the statutory notice about radon gas. (Florida Statutes section 404.056(5)) The landlord or the person authorized to manage the property must give the tenant a name and address for notices and demands. (Florida Statutes section 83.50) Landlords with five or more units must tell the tenant in writing within 30 days where the deposit is held and whether it earns interest. (Florida Statutes section 83.49(2))

15. Default

If the resident fails to pay rent or breaks this Lease or the community rules, the landlord may give the notice required by Florida law and, if the problem is not fixed, end the tenancy through the courts. The landlord will not lock out the resident, remove belongings or shut off utilities to force a move.

16. Early termination

The resident may end this Lease early by giving _____ (Number of days) days of written notice and paying _____ (Early termination fee, or rent until the unit is re-rented). Military members and survivors of domestic violence may have rights to end the Lease early under federal and state law.

17. Move-out

At move-out the resident will remove all belongings, clean the unit, return all keys, fobs, remotes and parking permits, and give a forwarding address in writing. The landlord will compare the unit with the move-in condition checklist.

18. Other terms

Notices must be in writing, delivered to the addresses above or through the resident portal where both parties agree. If any part of this Lease is invalid, the rest stays in effect. This Lease and its attachments are the whole agreement and may be changed only in writing signed by both parties. Additional terms: _____ (Additional terms, or none).

_____
Landlord or agent signature

_____
Printed name

_____
Date

_____
Resident signature

_____
Printed name

_____
Date

_____
Resident signature

_____
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_____
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