**PAYMENT FOR POSSESSION AGREEMENT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Landlord, Owner, Management, its agents employees and/or assigns (hereafter referred to as “MANAGEMENT”) and TENANT(S)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. TENANT(S) are currently residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .
2. TENANT(S) agree to FULLY vacate the premises and turn in keys, garage door clickers, access keys, and any other personal property pertaining to the premises to MANAGEMENT on or before \_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_ , the departure date. TENANT(S) agree that any and all occupants other than TENANT(S) must also be removed by TENANT(S) at that time.
3. TENANT(S) agree not to vandalize the property, and shall not remove, allow the removal, or damage in any way, the fixtures, copper, appliances, personal property belonging to the MANAGEMENT or OWNER, or any other feature of the premises, interior or exterior.
4. TENANT(S) agree to remove any pets or any kind of animals entirely from the property by departure date.
5. **MANAGEMENT agrees to pay TENANT(S) the TOTAL sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ upon completion of the terms of this agreement and inspection by MANAGEMENT.**

**PICK ONE OF THE FOLLOWING THREE OPTIONS THAT APPLIES:**

**\_\_\_\_\_\_THE ABOVE TOTAL SUM SHALL INCLUDE ANY DEPOSITS HELD BY MANAGEMENT ON BEHALF OF TENANT(S) IF ANY, AND,TENANT WAIVES ANY RIGHT TO NOTICE PER FLORIDA STATUTE 83.49 AS THESE SUMS WILL HAVE BEEN ALREADY DISBURSED TO TENANT LEAVING NO FURTHER SUMS IN ESCROW.**

**OR**

**\_\_\_\_\_\_THE ABOVE TOTAL SUM SHALL INCLUDE A PORTION OF DEPOSITS HELD BY MANAGEMENT ON BEHALF OF TENANT(S) . THE REMAINDER OF THE DEPOSITS SHALL BE PROCESSED IN ACCORDANCE WITH FLORIDA STATUTE 83.49, AND ANY DEDUCTIONS FOR DAMAGES OR AMOUNTS OWED BY TENANT(S) FOR RENT, UTILITIES, DAMAGES OR ANY OTHER ITEMS PER THE LEASE SHALL BE DEDUCTED FROM THE DEPOSIT PER THE LAW AND THE LEASE OR TENANCY. IF NO FURTHER DEDUCTIONS ARE MADE, TENANT SHALL BE SENT THE REMAINING AMOUNT OF THE DEPOSITS BY MANAGEMENT WITHIN 15 DAYS PER FLORIDA LAW.**

**OR**

**\_\_\_\_\_\_ THE ABOVE SUM SHALL NOT INCLUDE ANY DEPOSITS HELD BY MANAGEMENT AND SUCH DEPOSITS SHALL BE PROCESSED IN ACCORDANCE WITH FLORIDA STATUTE 83.49, AND ANY DEDUCTIONS FOR DAMAGES OR AMOUNTS OWED BY TENANT(S) FOR RENT, UTILITIES, DAMAGES OR ANY OTHER ITEMS PER THE LEASE SHALL BE DEDUCTED FROM THE DEPOSIT PER THE LAW AND THE LEASE OR TENANCY. IF NO DEDUCTIONS ARE MADE, TENANT SHALL BE SENT THE REMAINING AMOUNT OF THE DEPOSITS BY MANAGEMENT WITHIN 15 DAYS PER FLORIDA LAW.**

1. MANAGEMENT agrees payment will be made immediately upon satisfactory move-out inspection BY MANAGEMENT.
2. All parties agree that this agreement is null and void if TENANT(S) do not meet the terms of this agreement.
3. This Agreement shall not be binding unless and until all TENANT(S) under the lease and a MANAGEMENT representative have signed this Agreement.

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TENANT MANAGEMENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_/\_\_\_\_\_/\_\_\_\_

TENANT