



NAPLES REALTY SERVICES, INC.™

T/A ONESource REAL ESTATE SERVICES CENTER



Representing:
Preferred Mortgage
Group, LLC

January 29, 2008

Preferred Title
of Florida, LLC

Clerk of the Court
Florida Supreme Court
500 South Duval St.
Tallahassee, FL 32399

Re: Residential Lease Forms Recommended by Florida Bar Association

Please take note of the following suggested further revisions to the above referenced **Residential Lease for Single-Family Home or Duplex:**

Suggested New Wording of Preamble.

"THIS LEASE IMPOSES LEGAL OBLIGATIONS. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY f.s. 83 Part II, "THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT," WHICH ACT IS AVAILABLE FOR REVIEW AS A PUBLIC RECORD ON- LINE AT <http://www.myflorida.com>."

Paragraph 2.

Delete "together with the following furniture and appliances (List all furniture and appliances. If none, write 'none'.) (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises.")

Replace with "The premises is leased ___ with ___ without furnishings and ___ with ___ without appliances. Furnishings and appliances, IF ANY, are "as is" and listed on the Attached "Furnishings & Appliances Inventory."

Tenant(s) must notify the Rental Agent in writing of any missing Inventory item within 24 hours after date of 1st occupancy." Landlord may replace or substitute missing item or with a substitute item of equal value within 3 business days of Notice.

Paragraph 4.

Delete "in the amount of \$ _____"

Replace with "at the rate of _____% of Rental Amount as due"

Paragraph 5.

Add "Security Deposit and Pet Deposit shall be held in Escrow by _____, a Florida financial institution located at (address).

Paragraph 6.

Add " Rental" before each "Agent"

Paragraph 10.

Delete "Tenant shall notify (name) at (address) if left blank, Landlord at Landlord's address and (telephone number) of maintenance and repair requests."

Replace with "Tenant(s) shall notify the _____ Rental Agent _____ Landlord at the email or phone contact number on the 1st page, of repair or maintenance matters.

www.naplesrealtyservices.com

Reply to:

4980 Tamiami Trail North, #200 • Naples, FL 34103 • (239) 262-4333 • Fax (239) 262-7811

27180 Bay Landing Drive, Suite 2 • Bonita Springs, FL 34135 • (239) 498-3333

800 E. Venice Avenue • Venice, FL 34285 • (941) 484-8670

Paragraph 13.

Delete "Agent's Acknowledgement" and from "Certification of Accuracy" (The Rental Agent has NO obligation under law to acknowledge or certify and indeed has no capacity to enter into this Lease between the Landlord and the Tenant.)

Paragraph 14.

Delete "If Tenant is a member"

Replace with "If Tenant produces proof that he/she or spouse is a Member"

Paragraph 16.

Add "If" as beginning to first sentence, which should read: "IF TENANT MUST BE APPROVED BY A HOMEOWNERS ASSOCIATION..."

(Note that there must be some notification time to the Tenants other than "prior to commendement", in the event of HOA non-approval.)

Paragraph 28.

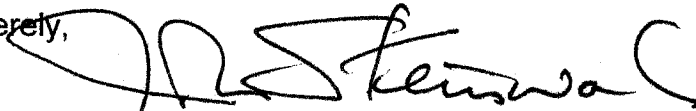
Delete "BROKERS"

Replace with "RENTAL AGENT/BROKERS"

Delete Entirety of EARLY TERMINATION FEE/LIQUIDATED DAMAGES
ADDENDUM

Avoid Mixing the terms "Tenants, Landlords" with "Lessor, Lessee" The former identity terms are more familiar to consumers.

Sincerely,



John A. Steinywand, CRB
President/Owner/Broker

✓ Cc: John Harkness, Jr.
ED, The Florida Bar
651 East Jefferson St.
Tallahassee, FL 32399-2300

IN THE SUPREME COURT OF FLORIDA

IN RE: PETITION FOR APPROVAL OF
REVISIONS TO SIMPLIFIED
FORMS PURSUANT TO CASE NO.
RULE 10-2.1(a) OF THE RULES
REGULATING THE FLORIDA BAR

THE FLORIDA BAR'S RESPONSE TO THE COMMENTS OF
JOHN A. STEINWAND

In response to the notice of publication of the above-referenced simplified forms, John A. Steinwand, an owner/broker of a realty company, filed comments. The Florida Bar's response to the comments follows:

1. Addition of general disclaimer language

The Florida Bar does not agree to the change suggested but does suggest that the disclaimer be revised to reflect that a copy of the Residential Landlord and Tenant Act is to be attached to the Lease as an exhibit. The following is a suggested revised disclaimer:

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES, A COPY OF WHICH IS ATTACHED TO THIS LEASE.

2. Paragraph 2

The first suggested change is in form rather than substance. The language is different but the meaning and effect is the same. Therefore, The Florida Bar does not agree to this change as it is not necessary. As to the language

regarding missing inventory, this is a substantive change which The Florida Bar is not able to agree to at this time.¹ As noted in the Petition, prior to presenting the lease forms to the Board of Governors, the Section forwarded the lease forms to the Florida Association of Realtors® and the Housing Group of Florida Legal Services, Inc.. It is possible that one or both of these groups would oppose the suggested change. Therefore, The Florida Bar does not agree to this change.

3. Paragraph 4

This paragraph relates to the sales tax. The proposed language is not a substantive change. The Florida Bar believes that the language proposed in the lease is more user friendly than the proposed language. Therefore, The Florida Bar does agree to this change.

4. Paragraph 5

The proposed lease form already states who the deposits are delivered to. The statute does not require that the deposits be held in escrow as suggested in the comment. Therefore, The Florida Bar does not agree to this change.

5. Paragraph 6

¹ The specific language Mr. Steinwand wishes to add is "Tenant(s) must notify the Rental Agent in writing of any missing inventory item within 24 hours after date of 1st occupancy.' Landlord may replace of (sic) substitute missing item or with a substitute item of equal value within 3 business days of Notice."

This change is not necessary and not prudent as the parties may use an agent other than a "rental agent" in the transaction. Therefore, The Florida Bar does not agree to this change.

6. Paragraph 10

The proposed language is not a substantive change. The Florida Bar believes that the language proposed in the lease is more user friendly than the proposed language. Therefore, The Florida Bar does agree to this change.

7. Paragraph 13

Certification by the real estate agent is required by Federal statute. Therefore, The Florida Bar does not agree to this change.

8. Paragraph 14

This language was debated at length by the Section. The proposed change may be inconsistent with the statute. Moreover, it is quite possible that the Housing Group of Florida Legal Services, Inc. would object to this change as diluting rights provided by the statute. Therefore, The Florida Bar does not agree with this change.

9. Paragraph 16

The "if" is included in the form. It is on the line that begins with "Tenant must be . . ."

10. Paragraph 28

This paragraph relates to the broker's commission. As a general rule, by statute, only licensed real estate brokers can receive leasing commissions. Therefore, The Florida Bar does not believe that a change is necessary and does not agree with the change.

11. Early Termination Fee/Liquidated Damages Addendum

The language in the proposed lease relates to a 2008 statutory change. Whether to add the language was debated at length after comments from the Florida Association of Realtors ®. It is possible that the Florida Association of Realtors ® would oppose the suggested change. Therefore, The Florida Bar does not agree to this change.

12. Mixing the terms "Tenants, Landlords" with "Lessor, Lessee"

Lessor and lessee are only used in paragraph 13 relating to lead-based paint. These terms are used in that paragraph as they are used in the Federal statute. To avoid confusion, the proposed lease defines the terms. The Florida Bar does not believe that a change is necessary or prudent and therefore does not agree with the change.

Respectfully submitted,

Lori S. Holcomb
UPL Counsel

651 East Jefferson Street
Tallahassee, Florida 32399-2300
Fla. Bar. No. 501018
(850) 561-5840

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been forwarded by U.S. Mail to John A. Steinwand, 4980 Tamiami Trail North #200, Naples, Florida 34103 this _____ day of February, 2009.

Lori S. Holcomb