


# EARLY TERMINATION DISCLOSURE


THIS DISCLOSURE IS AGREED TO BY TENANT AND SHALL BE MADE PART OF THE RENTAL AGREEMENT FOR THE PREMISES LOCATED AT: SAMPLE ADDRESS, ORLANDO, FL

## YOU MUST SELECT OPTION 1 OR OPTION 2 as required by FLORIDA LAW (F.S. 83.595)

The TENANTS (Sample Tenant 1, Sample Tenant 2) must indicate acceptance of liquidated damages or an early termination fee by signing a separate disclosure to the rental agreement...

 **To Select OPTION 1**  
**Initial HERE** [   ] [   ] [   ] [   ] [   ] [   ]

I TENANT agree, as provided in the Rental Agreement, to pay \$ 2,450.00 (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee (the "Early Termination Fee") if I elect to terminate the Rental Agreement, and the Owner/Manager will then waive the right to seek additional rent beyond the month in which the Owner/Manager retakes possession.

 **To Select OPTION 2**  
**Initial HERE** [   ] [   ] [   ] [   ] [   ] [   ]

I TENANT do not agree to liquidated damages or an early termination fee, and I acknowledge that the Owner/Manager may seek damages as provided by law.

### FLORIDA LAW also requires that:

- In addition to liquidated damages or an early termination fee, the Owner/Manager is entitled to the rent and other charges accrued through the end of the month in which the Owner/Manager retakes possession of the dwelling unit and charges for damages to the dwelling unit.
- This Disclosure does not apply if the breach is failure to give notice as provided in Section 83.575, Florida Statutes.

### **The Early Termination Fee specifically excludes:**

- Unpaid rent and other accrued charges through the end of the month in which the Owner/Manager retakes possession of the Premises.
- Charges for damages to the Premises.
- Charges associated with a rental agreement settlement, release, buy-out, or accord and satisfaction agreement.

The Early Termination Fee shall be assessed to TENANT when TENANT elects to terminate the Rental Agreement. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

Please Initial Here: (1) \_\_\_\_; (2) \_\_\_\_; (3) \_\_\_\_; (4) \_\_\_\_; (5) \_\_\_\_; (6) \_\_\_\_