

IN THE COUNTY COURT IN AND FOR _____ COUNTY, FLORIDA
CIVIL DIVISION

CASE # _____

STIPULATION FOR SETTLEMENT

D/B/A _____

Plaintiff (Apartment Community),

vs.

AND ALL OTHERS IN POSSESSION,
Defendant(s) ~~Resident(s)~~

Plaintiff, _____,
_____ ,

and Defendant(s),

_____ ,

all of whose signatures appear below, stipulate and agree as follows:

1. Plaintiff is entitled, without further notice or hearing, to immediate Judgment for Possession of the leased residential premises described as:

Address and Apartment #: _____

City, State, Zip: _____

2. When the Judgment for Possession is entered, the Plaintiff shall be entitled to immediate issuance of a Writ of Possession by the Clerk of the County Court for _____, County, Florida without further Notice of Hearing.

3. Defendant(s) request(s) that the Plaintiff refrain from causing execution of the Writ of Possession, and to induce Plaintiff to withhold execution of the Writ of

Possession, Defendant agrees to pay the following amounts to the Plaintiff on the dates specified and Defendant acknowledges the sum of \$_____ to be due and owing to the Plaintiff.

a. The sum of \$[] paid at the time of signing of this Stipulation, the receipt of which, subject to collection funds, Plaintiff hereby acknowledges.

b. The sum of \$ _____ deposited in the Court Registry shall be disbursed to the Plaintiff. (If applicable)

c. The sum of \$ _____ which shall be paid on the _____ day of _____, 20 ____.

d. The sum of \$ _____ which shall be paid on the _____ day of _____, 20 ____.

e. The sum of \$ _____ which shall be paid on the _____ day of _____, 20 ____.

f. The sum of \$ _____ which shall be paid on the _____ day of _____, 20 ____.

g. That the Defendant(s) agrees and understands that all payments shall be made at the management office of the Plaintiff.

_____ (Plaintiff(s) initials) _____ / _____ (Defendant(s) initials)

h. That all payments shall be made in the form of a cashier's check, money order, or personal check. (Circle One)

_____ (Plaintiff(s) initials) _____ / _____ (Defendant(s) initials)

4. In addition to the foregoing sums, the Defendant(s) agree(s) to pay the sum of \$ _____ by the FIRST (1st) day of each month beginning with _____, 20____, as periodic rent for continued occupancy of the premises.

5. If the Defendant(s) pay(s) each and every amount provided for above on the respective due dates, Plaintiff shall then dismiss the action.

6. If any of the above sums are not paid as set out above, the Plaintiff shall be entitled to an immediate Order for Removal of Tenant with Writ of Possession to be executed forthwith upon Plaintiff's filing an Affidavit of Non-Payment. Defendant hereby waives a hearing on Plaintiff's application for an Order of Tenant Removal in such case without further notice or hearing.

7. That the Defendant is not currently enlisted in the military service and waives any defense as to such.

8. An affidavit signed by the Manager of _____ or the Attorney for the Plaintiff, stating that the Defendant has failed to make payments as agreed and stating which of the above payments remain unpaid shall be sufficient to cause the execution of the Writ of Possession.

9. Defendant(s) withdraw(s) any Answer or other defensive pleading, if any, filed by Defendant(s) in this case, and by signing this Agreement waives the right to further notice of any proceeding or hearing in this case.

10. Defendant(s) agree(s) to abide by all provisions of the Apartment Lease Agreement (previously signed) not in conflict with this Stipulation. In the event of any conflict between the Apartment Lease Agreement and this Stipulation, this Stipulation shall control.

Dated this _____ day of _____, 20__.

Defendant/Tenant

Authorized Agent for Plaintiff

Defendant/Tenant

Attorney for Plaintiff