

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

CASE # _____

Plaintiff,

vs.

And all others in possession, Defendant(s)

STIPULATION FOR PAYMENT AND/OR POSSESSION AND DISMISSAL

The undersigned parties stipulate and agree as follows:

1. Defendant(s) owe(s) Plaintiff(s) a total of \$_____ in rent and late charges through _____, 20_____, utilities, attorneys fees and court costs.
2. Plaintiff(s) is/are entitled to possession of those premises located at

3. Defendant(s) agree to pay the sum recited in paragraph 1 as follows:

Payment Amount	Due Date
\$ _____	to the Plaintiff from the Court Registry
\$ _____	paid at the time of signing this agreement
\$ _____	_____, 20____
\$ _____	_____, 20____
\$ _____	_____, 20____

Payments shall be made by certified funds, cashier's check or money order and delivered to Plaintiff's management office located at:

4. Defendant(s) acknowledge that they owe Plaintiff \$ _____ rent, due on the 1st day of each month, beginning with _____, 20__ and agree(s) to keep that rent current until the lease agreement expires. Payments shall be made by certified funds, cashier's check or money order.

5. Defendant(s) shall vacate the premises no later than _____, 20_____.

6. Should Defendant(s) fail to make a payment under paragraph 3 or 4 or fail to vacate in accordance with paragraph 5 (if applicable) Plaintiff shall

- a. file an Affidavit of Noncompliance, which shall include, where applicable, the unpaid portion due under paragraph 3 or 4; and
- b. furnish a copy of the Affidavit to Defendant(s) by mail, email or personal delivery.

Plaintiff shall be entitled to a Final Judgment for Eviction and Damages one(1) business day after filing with the Court of Plaintiff's Affidavit of Noncompliance without further notice or hearing.

7. Based upon this Stipulation, the above action is dismissed, and the Court shall retain jurisdiction to enforce the Stipulation.

8. The Parties agree that electronic signatures and/or signatures sent via email and/or facsimile shall be considered acceptable and valid.

9. If applicable, all sums deposited into the Court Registry shall be disbursed to the Plaintiff at _____.

AGREED AND SIGNED on this date _____, 20_____.

Defendant

Defendant

Authorized Agent for Plaintiff