

EVICTION CHECKLIST

1. **Serve tenant with Notice (form 1, form 2, or form 2A, 2B).**
2. **If using form 1: Allow three (3) days (excluding Saturday, Sunday, and legal holidays) after the Notice is given for the tenant to pay rent.**
If using form 2 or 2A: Allow seven (7) days after the Notice is given for the tenant to remedy the noncompliance (form 2) or to vacate the premises (form 2A)
3. **If Tenant has not paid rent and has not moved out (form 1), has not remedied the noncompliance (form 2) or has not vacated the premises (form 2A), fill out a Complaint, Summons, Motion(s) for Clerk's Default, Motion(s) for Default Final Judgment, and Nonmilitary Affidavit.**
4. **Bring to the Clerk of Court:**
 - a. **Filing fee of \$185.00**
 - b. **Summons Issue fee of \$10 per summons, per defendant;**
 - c. **A check made out to the Nassau County Sherriff's Office for \$40 per summons to be served;**
 - d. **One (1) addressed envelope per defendant with two (2) stamps on the envelope;**
 - e. **One (1) copy of each document (Notice, Complaint, Summons, Motion(s) for Clerk's Default, Motion(s) for Default Final Judgment).**
 - f. **New cases that will be mailed in must include payment in the form of Money Order or Cashier's Check only.**
5. **Allow five (5) days (excluding Saturday, Sunday, and legal holidays) after the Summons and Complaint are served for the Tenant to respond. If seeking past due rent, or other damages, allow twenty (20) days for the Tenant to respond.**
6. **If there is no response, contact the Clerk's Office to request the Default to be entered.**
7. **The Court can then rule that the Landlord is entitled to evict/recover damages, the Court will sign a judgment in the landlord's favor.**
8. **Once you receive a final judgment for eviction, the Clerk of the Court will execute a Writ of Possession.**
9. **Take the Writ of Possession to the Sheriff for service on the Tenant.**

LANDLORD AND TENANT FORMS AND INSTRUCTIONS

The attached forms are designed for your use in the event of common landlord/tenant disputes. They should only be used for residential leases. If you have a commercial, agricultural, or personal property lease, you should consult with an attorney. No form should be used until you have carefully reviewed and understood the instructions preceding the form and reviewed the referenced Florida Statute.

The residential landlord/tenant relationship is controlled by the terms of your lease and by Part II of Chapter 83 of the Florida Statutes. The procedures for enforcing your rights under your lease and Part II of Chapter 83 are set forth in section 51.011, Florida Statutes. You are advised to carefully review these statutes before starting any legal proceeding concerning a residential lease.

Before you can start a lawsuit to end a residential lease or withhold rental payments, you must first give proper written notice. The form of the notice will depend on the landlord's or tenant's reason for terminating the lease or withholding rent.

The Landlord will need to complete and post Notice to Tenant provided in the appropriate packet for Eviction (keep a copy for yourself). After sending/posting the notice, it may be necessary to file a suit.

After the applicable number of days have passed and the Tenant has not vacated the premises, return all completed forms in the packet to the Clerk of Court's office.

You will also need the following:

- 1) Filing fee of \$185.00
- 2) Summons Issue fee of \$10.00 per summons, per defendant
- 3) A separate check made out to the Nassau County Sheriff's Office for \$40.00 per defendant to be served
- 4) One (1) addressed envelope per defendant with two (2) stamps on the envelope
- 5) One (1) copy of each document (not including instructions) in the packet for each defendant.
- 6) New cases that will be mailed in must include payment in the form of Money Order or Cashier's Check only.

At the time the complaint is filed, the landlord must ask the Clerk of the Court to issue summonses and deliver those summonses to the sheriff with a copy of the complaint for service on the tenant.

The Defendant(s) have five (5) working days (not to include weekends or holidays) to respond, file an answer and place the money owed in the Court Registry, if applicable.

If the court finds that the Landlord is entitled to evict the tenant and/or recover damages for unpaid rent, the court will sign a judgment in the landlord's favor. Once a landlord receives a final judgment for eviction, the Clerk of the Court will execute a Writ of Possession. The Writ of Possession should be delivered to the sheriff by the Landlord for service on the tenant.

Contact the Civil Department at 904-548-4606 if you have any questions.

Please note that all of the forms and notes are for informational purposes only and may not completely describe requirements of Florida law. You should consult an attorney as needed.

Do you have a written/oral lease with a designated time frame? (Example: A one year lease)

NO.
Use form 2B to provide your tenant with Notice.

If the rental agreement contains no provision as to the duration of the tenancy, the duration is determined by the periods for which the rent is payable. (Note: This section does not apply to a lease agreement with a set duration (example a 1 year lease) that is payable in monthly installments. If this is your situation, please see section with defined duration).

If tenant has not left after allotted time, **use form 6B, 7, 76, 78, 81.**

YES. Are you seeking to evict based on rent that is due, or are you seeking to evict based on your tenant not complying with a term in the lease?

RENT IS DUE.
Use form 1 to provide your tenant with Notice.

Are you seeking to recover damages from the tenant for past-due rent?

NO, I just want to evict the tenant.
Use form 5.

Use form 7, 76, 81, 78

YES, I want past-due rent, and to evict the tenant.
Use form 5A.

Use form 7, 8, 76, 77, 81, 78, 79, 80

NON-COMPLIANCE WITH THE LEASE.
Is the noncompliance one that the tenant is given an opportunity to cure?

(Generally, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance does not require you to give the tenant an opportunity to cure. Additionally, if you have previously notified the tenant of the same or similar noncompliance by a written warning (within the past 12 months), you are not required to give the tenant an opportunity to cure.)

YES, The tenant has time to cure.
Use form 2.
Are you seeking an eviction and damages (ex: past due rent)?

NO, I am only seeking an eviction.
Use form 6, 7, 76, 78, 81

YES, I am seeking an eviction and damages.
Use form 6D, 7, 8, 76, 77, 78, 79, 80, 81

NO, The tenant has no time to cure.
Use form 2A.
Are you seeking an eviction and damages (ex: past due rent)?

NO, I am only seeking an eviction.
Use form 6B, 7, 76, 78, 81

YES, I am seeking an eviction and damages.
Use form 6C, 7, 8, 76, 77, 78, 79, 80, 81

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

Name of Court _____

Plaintiff _____ Case No. _____

_____ Judge _____

vs. Defendant _____

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- \$8,000 or less
 - \$8,001 - \$30,000
 - \$30,001 - \$50,000
 - \$50,001 - \$75,000
 - \$75,001 - \$100,000
 - over \$100,000
-

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.)

If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

Circuit Civil:

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence

- Negligence – Other
 - Business governance
 - Business torts
 - Environmental/Toxic tort
 - Third party indemnification
 - Construction defect
 - Mass tort
 - Negligent security
 - Nursing home negligence
 - Premises liability – commercial
 - Premises liability – residential
- Products liability
- Real property/Mortgage foreclosure
 - Commercial foreclosure
 - Homestead residential foreclosure
 - Non-homestead residential foreclosure
 - Other real property actions
- Professional malpractice
 - Malpractice – business
 - Malpractice – medical
 - Malpractice – other professional
- Other
 - Antitrust/Trade regulation
 - Business transactions
 - Constitutional challenge – statute or ordinance
 - Constitutional challenge – proposed amendment
 - Corporate trusts
 - Discrimination – employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation

County Civil:

- Civil
- Real property/Mortgage foreclosure
- Replevins
- Evictions
 - Residential evictions
 - Non-residential evictions
- Other civil (non-monetary)

IV. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Non-monetary declaratory or injunctive relief;
- Punitive

V. NUMBER OF CAUSES OF ACTION: _____

Specify: _____

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- Yes No

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- No Yes (If “yes,” list all related cases by name, case number, and court.)

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- Yes No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature of attorney or party

Fla. Bar # (if Attorney)

Type or print name

Date

NOTICE FROM LANDLORD TO TENANT--TERMINATION
FOR FAILURE TO PAY RENT

INSTRUCTIONS

This notice may be delivered by mail or by delivering a copy to the dwelling unit, or, if the Tenant is absent from the dwelling unit, by leaving a copy thereof at the dwelling unit.

If the Tenant fails to pay rent when due and the default continues for three (3) days (excluding Saturday, Sunday, and legal holidays) after delivery of written demand by the Landlord for payment of the rent or possession of the premises, the Landlord may terminate the rental agreement. This written demand is a prerequisite to an action to evict the Tenant or recover past due rent. Your written rental agreement may have allowed for a longer period than three days and should be reviewed.

SOURCE: Section 83.56(3) and (4), Florida Statutes (2007).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

NOTICE FROM LANDLORD TO TENANT--TERMINATION
FOR FAILURE TO PAY RENT

TO:	
	TENANT'S NAME
	ADDRESS
	CITY, STATE, ZIP CODE
FROM:	
DATE:	

You are hereby notified that you are indebted to me in the sum of \$ _____ [insert amount owed by Tenant] for the rent and use of the premises located at _____, Florida [insert address of premises, including county], now occupied by you and that I demand payment of the rent or possession of the premises within three days (excluding Saturday, Sunday and legal holidays) from the date of delivery of this notice to-wit: on or before the ___ day of _____, 20___ [insert the date which is three days from the delivery of this notice, excluding the date of delivery, Saturday, Sunday and legal holidays].

Signature

Name of Landlord/Property Manager
[circle one]

Address [street address where Tenant can deliver rent]

City, State, Zip Code

Phone Number

Hand Delivered On _____

Posted On _____

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar
The Florida Bar 2010

This form was completed
with the assistance of:
Name:
Address:
Telephone Number:

FORM 2
NOTICE FROM LANDLORD TO TENANT NOTICE OF
NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT
WITH OPPORTUNITY TO CURE

INSTRUCTIONS

Violations of a rental agreement which may entitle the Landlord to send this Notice include, the material failure of Tenant to comply with its statutory obligations to maintain the dwelling unit under Florida Statute 83.52 or material provisions of the rental agreement (other than the failure to pay rent), or reasonable rules and regulations. For the notice necessary to terminate the rental agreement under circumstances where the Tenant must be given the opportunity to remedy the violation, see Florida Statutes 83.56(2)(b).

Under some situations, such as the Tenant's intentional destruction of property of the Landlord or other Tenants, the Landlord may be able to terminate the rental agreement without giving the Tenant an opportunity to remedy the violation. For the notice necessary to terminate the rental agreement under these circumstances, see Florida Statute 83.56(2)(a).

The delivery of this written notice may be by mailing or delivering a true copy to the dwelling unit, or, if the Tenant is absent from the dwelling unit, by leaving a copy of the notice at the dwelling unit.

This written notice must be delivered, and the seven day time period must run, prior to any termination of the rental agreement or any lawsuit for eviction.

SOURCE: Sections 83.52 and 83.56 Florida Statutes (2007).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

NOTICE FROM LANDLORD TO TENANT NOTICE OF
NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT
WITH OPPORTUNITY TO CURE

TO:	
	TENANT'S NAME
	ADDRESS
	CITY, STATE, ZIP CODE
FROM:	
DATE:	

You are hereby notified that you are not complying with your rental agreement in that _____ [insert noncompliance, default or violation]. Demand is hereby made that you remedy the noncompliance, default or violation within seven days of receipt of this notice or your rental agreement shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within twelve months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance, default or violation.

Landlord's Name _____
Address _____

Phone Number _____

Hand Delivered on: _____

Posted on: _____

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the Rules Regulating The Florida Bar

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This form was completed
with the assistance of:
Name:
Address:
Telephone Number:

FORM # 2A

NOTICE FROM LANDLORD TO TENANT – NOTICE OF
NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE
TO PAY RENT WITH NO OPPORTUNITY TO CURE

INSTRUCTIONS

Where there is a rental agreement, a 7 day notice of non-compliance may be given to tenants who have failed to comply with the provisions of the agreement. Tenants will either be given notice with an opportunity to cure, or notice with no opportunity to cure, depending on the situation:

1. Notice With Opportunity to Cure F.S. 83.56(2)(b): (use form 2)

Situations such as unauthorized pets, guests or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep premises clean and sanitary would require the Notice with an Opportunity to Cure. The Notice must list each adult occupying the premises along with the correct address of the premises. All reasons for non-compliance **MUST** be listed and **the tenant is given seven (7) days from the date of the written notice to remedy the non-compliance or the agreement will be terminated**. If the agreement is terminated, then the tenant(s) must vacate the premises.

2. Notice With No Opportunity to Cure F.S. 83.56(2)(a) (use form 2A)

Situations such as destruction, damage, or misuse of the landlord's or other tenants' property by an intentional act or if the non-compliance is a subsequent or continuing non-compliance within 12 months of a written warning by the landlord of a similar violation would require the Notice With No Opportunity to Cure. All reasons for non-compliance must be listed and **the tenant is given seven (7) days from the delivery of the written notice to vacate the premises**.

Notice must list each adult occupying the premises, along with the correct address of the premises. Failure to provide a full and accurate address may result in multiple summonses, additional fees, and additional forms.

The delivery of Notice may be by mailing or delivering a true copy to the dwelling unit, or, if the Tenant is absent from the dwelling unit, by leaving a copy of the notice at the dwelling unit. Once written notice has been delivered, the 7 day time period must run before initiation any lawsuit for eviction.

This form only applies for matters where the landlord is not required to give the tenant an opportunity to cure. See form 2 for matters where the tenant has an opportunity to cure.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

**NOTICE FROM LANDLORD TO TENANT – NOTICE OF
NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT
WITH NO OPPORTUNITY TO CURE**

TO:

TENANT'S NAME
ADDRESS
CITY, STATE, ZIP CODE

FROM:

DATE:

You are hereby notified that you are not complying with your lease in that

You are hereby advised that your lease is terminated effective immediately. You have seven (7) days from the delivery of this letter to vacate the premises. This action is taken because of the non-compliance listed above.

Landlord/Agent's Signature

Landlord/Agent's Name

Landlord/Agent's address

City, State, Zip

Phone Number

Served this _____ day of _____, 20__

By: _____ Personal delivery

_____ Posting a copy at residence in absence of tenant

FORM # 2B

NOTICE FROM LANDLORD TO TENANT – TERMINATION OF TENANCY
INSTRUCTIONS
(FLA STATUTES 83.57)

When a landlord wishes to terminate tenancy where there is no designated time frame in the rental agreement, this notice would be used. The landlord is not required to give a specific reason when this notice is served. Tenants must be given the correct amount of notice as follows: *Prior to the end of the applicable period.

- A) If the tenancy is payable from week to week, you must give 7 days notice;
- B) If the tenancy is payable from month to month, you must give 15 days notice;
- C) If the tenancy is payable from quarter to quarter, you must give 30 days notice; or
- D) If the tenancy is payable from year to year, you must give 60 days notice.

On form 2B, write in the correct amount of days that is applicable in your situation.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

Note: If you have a written lease for one year, but your tenant makes monthly payments, this form does not apply.

**NOTICE FROM LANDLORD TO TENANT
TERMINATION OF TENANCY
____ DAYS NOTICE**

To: _____

YOU ARE HEREBY NOTIFIED TO QUIT AND VACATE THE PREMISES DESCRIBED AS
[insert property address]:

On or before the ____ day of _____, 20__ [insert date that is the appropriate days out from when this notice is served].

This notice is given under and by authority of Section 83.57 Florida Statutes, regarding the tenancy under which you have been occupying and using the said described premises as of the date shown above.

Dated on this ____ day of _____, 20__.

OWNER/AGENT (Signature)

Address

Telephone

This notice served on the tenant on the ____ day of _____, 20__ at ____ AM/PM
(circle one)

By:

- Personal delivery
- Posting a copy at resident in absence of tenant

FORM 5

COMPLAINT FOR LANDLORD TO EVICT TENANTS
FOR NON PAYMENT OF RENT

INSTRUCTIONS

Form 5 should be used if only eviction of the Tenant is sought. Form 5A should be used to evict the Tenant and recover damages (past due rent).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

CASE NO. _____

[insert name of Landlord]
Plaintiff,
vs.

[insert name of Tenant]
Defendant.

COMPLAINT FOR EVICTION

Plaintiff, _____ [insert name of Landlord], sues Defendant,

_____ [insert name of Tenant] and alleges:

1. This is an action to evict a Tenant from real property in NASSAU County, Florida.
2. Plaintiff owns the following described real property in the County: _____ [insert legal or street description of the property including, if applicable, unit number].
3. Defendant has possession of the property under a (oral/written) agreement to pay rent of \$ _____ [insert rental amount] payable _____ [insert terms of rental payments, i.e., weekly, monthly, etc.]. A copy of the written agreement, if any, is attached as Exhibit "A."
4. Defendant failed to pay the rent due _____, 20__ [insert date of payment Tenant has failed to make].
5. Plaintiff served Defendant with a notice on _____, 20__ [insert date of notice], to pay the rent or deliver possession but Defendant refuses to do either. A copy of the notice is attached as Exhibit "B."

WHEREFORE, Plaintiff demands judgment for possession of the property against Defendant.

Signature

Name of Landlord/Property Manager
(circle one)

Address

City, State, Zip Code

Phone Number

Email Address

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the Rules Regulating The Florida Bar

This form was completed
with the assistance of:
Name:
Address:
Telephone Number:

FORM 5A

COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR
FAILURE TO PAY RENT AND TO RECOVER PAST DUE RENT

INSTRUCTIONS

Form 5 should be used if only eviction of the Tenant is sought. Form 5A should be used to evict the Tenant and recover damages (past due rent).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

[insert name of Landlord]
Plaintiff,

CASE NO. _____
[insert case number assigned by
Clerk of Court]

vs.

[insert name of Tenant]
Defendant.

**COMPLAINT FOR EVICTION
AND DAMAGES**

Plaintiff, _____ [insert name of Landlord], sues
Defendant, _____ [insert name of Tenant] and alleges:

**COUNT I
Tenant Eviction**

1. This is an action to evict the Tenant from real property in NASSAU County, Florida.
2. Plaintiff owns the following described real property in the County:
_____ [insert
legal or street description of property including, if applicable, unit number].
3. Defendant has possession of the real property under a (oral/written) agreement to pay rent of \$
_____ [insert rental amount] payable _____ [insert terms
of rental payments, i.e., weekly, monthly, etc.]. A copy of the written agreement, if any, is attached
as Exhibit "A."
4. Defendant failed to pay the rent due _____, 20__ [insert date of payment Tenant has
failed to make].
5. Plaintiff served Defendant with a notice on _____, 20__ [insert date of notice], to
pay the rent or deliver possession but Defendant refuses to do either. A copy of the notice is attached
as Exhibit "B."

WHEREFORE, Plaintiff demands judgment for possession of the property against
Defendant.

**COUNT II
Damages**

6. This is an action for damages that do not exceed \$15,000.
7. Plaintiff restates those allegations contained in paragraphs 1 through 5 above.
8. Defendant owes Plaintiff \$ _____ that is due with interest [insert past
due rent amount] since _____, 20__ [insert date of last rental payment Tenant failed to
make].
9. Defendant owes plaintiff \$ _____ for damages other than rent.

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

Landlord's Name _____

Address, Unit Number _____

Phone Number _____

Email address _____

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This form was completed
with the assistance of:

Name:

Address:

Telephone Number:

FORM 6

COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR
FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT)
AFTER NOTICE/OPPORTUNITY TO CURE

INSTRUCTIONS

Form 6 should be used for eviction of Tenants if the Tenant's default is something other than failure to pay rent. If damages are sought a separate count, as set forth in the form 5A is necessary.

See Instructions to Form 5 and 5A.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

[insert name of Landlord]

Plaintiff,

vs.

CASE NO. _____

[Insert case number assigned by Clerk
of Court]

[insert name of Tenant]

Defendant.

COMPLAINT FOR EVICTION

Plaintiff, _____ [insert name of Landlord], sues Defendant,
_____ [insert name of Tenant] and alleges:

1. This is an action to evict a Tenant from real property in NASSAU County, Florida.
2. Plaintiff owns the following described real property in the County:
_____ [insert legal or
street description of the property including, if applicable, unit number].
3. Defendant has possession of the property under a (oral/written) agreement. A copy of the written agreement, if any, is attached as Exhibit "A."
4. Plaintiff served Defendant with a notice on _____, 20__ [insert date of notice] giving written notice to the Defendant that the Defendant was in violation of its rental agreement. A copy of the notice, setting forth the violation of the rental agreement, is attached as Exhibit "B".
5. Defendant has failed to correct or discontinue the conduct set forth in the above-mentioned notice.

WHEREFORE, Plaintiff demands judgment for possession of the property against Defendant.

Landlord's Name _____

Address _____

Phone Number _____

Email Address: _____

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the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed
with the assistance of:

Name:

Address:

Telephone Number

FORM # 6B

COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO COMPLY WITH
RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT) WITH NO
OPPORTUNITY TO CURE

INSTRUCTIONS

Form 6B should be used for eviction of Tenants if the Tenant's default is something other than failure to pay rent AND the default is something that does not require the landlord to give the tenant an opportunity to cure.

Generally, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance does not require the landlord to give the tenant an opportunity to cure. Additionally, if the landlord has previously notified the tenant of the same or similar noncompliance by a written warning (within the past 12 months), the landlord is not required to give the tenant an opportunity to cure.

If damages are sought, a separate count must be set forth (see form 6C).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

[insert name of Landlord]

Plaintiff,

v.

CASE NO.: _____

[insert case number assigned by
Clerk of the Court]

COMPLAINT FOR EVICTION

[insert name of Tenant]

Defendant.

Plaintiff, _____ [insert name of Landlord], sues Defendant,
_____ [insert name of Tenant] and alleges:

1. This is an action to evict a Tenant from real property in Nassau County, Florida.
2. Plaintiff owns the following described real property in the County: _____
_____ [insert legal or street
description of the property, including, if applicable, unit number].
3. Defendant has possession of the property under a (oral/written) agreement. A copy of the written agreement, if any, is attached as Exhibit "A".
4. Plaintiff served Defendant with a notice on _____, 20____ [insert date of
notice] giving written notice to the Defendant that the Defendant was in violation of its rental agreement. A copy of the notice, setting forth the violation of the rental agreement, is attached as Exhibit "B".
5. Defendant has failed to vacate the premises after notice was given.

WHEREFORE, Plaintiff demands judgment for possession of the property against Defendant.

OWNER/AGENT (Signature)

Address

Telephone

Email address

FORM # 6C

COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT) WITH NO OPPORTUNITY TO CURE AND TO RECOVER PAST DUE RENT

INSTRUCTIONS

Form 6C should be used for eviction of Tenants if the Tenant's default is something other than failure to pay rent AND the default is something that does not require the landlord to give the tenant an opportunity to cure AND the landlord is seeking to recover damages.

Generally, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance does not require the landlord to give the tenant an opportunity to cure. Additionally, if the landlord has previously notified the tenant of the same or similar noncompliance by a written warning (within the past 12 months), the landlord is not required to give the tenant an opportunity to cure.

Note: If the landlord seeks to recover damages that are not past due rent (example: damage to personal property), complete paragraph 9 on the complaint.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

[insert name of Landlord]

Plaintiff,

vs.

CASE NO.: _____

[insert case number assigned by
Clerk of the Court]

[insert name of Tenant]

Defendant.

**COMPLAINT FOR EVICTION
AND DAMAGES**

Plaintiff, _____ [insert name of Landlord], sues Defendant,
_____ [insert name of Tenant] and alleges:

COUNT I
Tenant Eviction

1. This is an action to evict the Tenant from real property in Nassau County, Florida.
2. Plaintiff owns the following described real property in the County: _____
_____ [insert legal or street
description of the property, including, if applicable, unit number].
3. Defendant has possession of the property under a (oral/written) agreement. A copy of the written agreement, if any, is attached as Exhibit "A".
4. Plaintiff served Defendant with a notice on _____, 20__ [insert date of
notice] giving written notice to the Defendant that the Defendant was in violation of its rental agreement. A copy of the notice, setting forth the violation of the rental agreement, is attached as Exhibit "B".
5. Defendant has failed to vacate the premises after notice was given.

WHEREFORE, Plaintiff demands judgment for possession of the property against Defendant.

COUNT II
Damages

6. This is an action for damages that do not exceed \$15,000.
7. Plaintiff restates those allegations contained in paragraph 1 through 5 above.
8. Defendant owes Plaintiff \$_____ that is due with interest [insert past due rent amount] since _____, 20__ [insert date of last rental payment Tenant failed to make], for unpaid rent.

9. (If applicable) Defendant owes plaintiff \$_____ for damages other than unpaid rent.

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

OWNER/AGENT (Signature)

Address

Telephone

Email address

FORM # 6D

COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT) WITH OPPORTUNITY TO CURE AND TO RECOVER PAST DUE RENT

INSTRUCTIONS

Form 6D should be used for eviction of Tenants if the Tenant's default is something other than failure to pay rent AND the default is something that requires the landlord to give the tenant an opportunity to cure AND the landlord is seeking to recover damages.

If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. Use Form 2 for the Notice to Cure.

Note: If the landlord seeks to recover damages that are not past due rent (example: damage to personal property), complete paragraph 9 on the complaint.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

[insert name of Landlord]

Plaintiff,

vs.

CASE NO.: _____

[insert case number assigned by
Clerk of the Court]

COMPLAINT FOR EVICTION

[insert name of Tenant]

Defendant.

Plaintiff, _____ [insert name of Landlord], sues Defendant,
_____ [insert name of Tenant] and alleges:

COUNT I
Tenant Eviction

1. This is an action to evict a Tenant from real property in Nassau County, Florida.
2. Plaintiff owns the following described real property in the County: _____
_____ [insert legal or street
description of the property, including, if applicable, unit number].
3. Defendant has possession of the property under a (oral/written) agreement. A copy of the written agreement, if any, is attached as Exhibit "A".
4. Plaintiff served Defendant with a notice on _____, 20____ [insert date of notice] giving written notice to the Defendant that the Defendant was in violation of its rental agreement. A copy of the notice, setting forth the violation of the rental agreement, is attached as Exhibit "B".
5. Defendant has failed correct or discontinue the conduct set forth in the above-mentioned notice.

WHEREFORE, Plaintiff demands judgment for possession of the property against Defendant.

COUNT II
Damages

6. This is an action for damages that do not exceed \$15,000.
7. Plaintiff restates those allegations contained in paragraph 1 through 5 above.
8. Defendant owes Plaintiff \$_____ that is due with interest [insert past due rent amount] since _____, 20____ [insert date of last rental payment Tenant failed to make].

9. (If applicable) Defendant owes plaintiff \$_____ for damages other than unpaid rent.

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

OWNER/AGENT (Signature)

Address

Telephone

Email address

FORM 7

SUMMONS - EVICTION CLAIM

If your Complaint is only for eviction of the Tenant, you need to fill out and deliver this form to the Clerk with the Complaint. If your Complaint is also for damages, you will need to attach Form 8.

SOURCE: Fla. R. Civ. P. 1.070(2007); Fla. R. Civ. P. Form 1.923 (2007)

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
Nassau COUNTY, FLORIDA

[insert name of Landlord]

Plaintiff,

CASE NO. _____

[insert case number assigned by
Clerk of the Court]

vs.

[insert name of Tenant]

Defendant.

EVICTION SUMMONS – RESIDENTIAL

TO: _____ [insert name,
address, and phone number of Tenant].

PLEASE READ CAREFULLY

You are being sued by _____ [insert Landlord's name] to
require you to move out of the property located at _____ for the reasons given in the
attached complaint.

You are entitled to a trial to decide whether you can be required to move, but you **MUST** do **ALL** of the
things listed below. You must do them within 5 days (not including Saturday, Sunday or legal holidays) after the
date these papers were given to you or to a person who lives with you or were posted at your home.

THE THINGS YOU MUST DO TO CHALLENGE THE EVICTION ARE AS FOLLOWS:

1. Write down the reason(s) why you think you should not be forced to move. The written reason(s)
must be given to the Court Clerk at 76347 Veteran's Way, Yulee, FL 32097 or 416 Centre St, Fernandina Beach, FL
32034.

2. Mail or take a copy of your written reason(s) to: _____
[insert Landlord's name and address].

3. Give the Court Clerk the rent that is due. You **MUST** pay the Clerk the rent each time it becomes
due until the lawsuit is over. Whether you win or lose the lawsuit, the Judge may pay this rent to the Landlord. [By
statute, public housing tenants or tenants receiving rent subsidies shall be required to deposit only that portion of the
full rent for which the tenant is responsible pursuant to federal, state, or local program in which they are
participating.]

4. If you and the Landlord do not agree on the amount of rent owed, you must file a written request
(motion) which asks the Judge to decide how much money you must give to the Court Clerk. The written request
must be filed with your answer to the Eviction Complaint. A copy of your motion must also be mailed or hand

delivered to the plaintiff(s) attorney, or if the Plaintiff(s) has no attorney, to the Plaintiff.

IF YOU DO NOT DO ALL OF THESE THINGS WITHIN 5 DAYS (NOT INCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS FOR YOUR COURTHOUSE) YOU MAY BE EVICTED WITHOUT A HEARING OR FURTHER NOTICE.

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

You are commanded to serve this Summons and a copy of the Complaint in this lawsuit on the abovenamed Defendant.

DATED on the _____ day of _____, 20__

Clerk of the Court
By: _____
Deputy Clerk
Clerk's Address: _____

Telephone No. _____

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed
with the assistance of:
Name:
Address:
Telephone Number:

Form 7

FORM 8
SUMMONS--DAMAGES CLAIM

If a lawsuit is filed to evict the Tenant and recover back rent, both summonses, Forms 7 and 8, should be prepared and delivered to the Clerk of the Court at the time of filing the Complaint. If the Complaint seeks only to evict the Tenant, only Form 7 need be prepared and delivered to the Clerk with the Complaint. The summons or summonses should be attached to a copy of the Complaint and, after execution by the Clerk, delivered to the Sheriff or other authorized process server to be served upon the Tenant.

SOURCE: Fla. R. Civ. P. 1.070 (2007)

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR

NASSAU COUNTY, FLORIDA

[insert name of Landlord]

Plaintiff,

vs.

[insert name of Tenant]

Defendant.

CASE NO: _____
[insert case number assigned by Clerk
of Court]

**SUMMONS –
ACTION FOR BACK RENT AND DAMAGES**

Each Defendant is further required to serve written defenses to the demand for back rent and all other damages to the premises contained in the Complaint upon the above-named _____ [insert Landlord's name] at the above-named address within 20 days after service of this Summons upon the Defendant, exclusive of the day of Service, and to file the original of the written defenses with the Clerk of the Court either before service on _____ [insert Landlord's name] or thereafter. If you fail to do so, a default will be entered against the Defendant for the relief demanded in that portion of the Complaint.

WITNESS my hand and seal of the Court this ___ day of _____, 20__.

(COURT SEAL)

Clerk of the Court

By: _____
Deputy Clerk

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar
The Florida Bar 2010

This form was completed
with the assistance of:
Name:
Address

FORM 76
MOTION FOR CLERK'S DEFAULT - RESIDENTIAL EVICTION

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. Form 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a Clerk's default when the Tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the Clerk.

Second, based on the Clerk's default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the Court a Motion for Default Final judgment-Residential Eviction (Form 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If the Landlord is seeking a Default Final judgment - Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

[insert name of Landlord]

Plaintiff,

CASE NO. _____

vs.

[insert name of Tenant]

Defendant.

**MOTION FOR CLERK'S DEFAULT –
RESIDENTIAL EVICTION**

Plaintiff asks the Clerk to enter a default against _____ [name], Defendant, for failing to respond as required by law to Plaintiff's Complaint for residential eviction.

Name: _____

Address: _____

Telephone No. _____

Email address: _____

DEFAULT - RESIDENTIAL EVICTION

A default is entered in this action against the Defendant for eviction for failure to respond as required by law.

DATE: _____

CLERK OF THE COURT

By: _____

Deputy Clerk

cc: _____

[insert name of Landlord]

[insert name and address of Tenant]

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed
with the assistance of:

Name:

Address:

Telephone Number:

FORM 77
MOTION FOR CLERK'S DEFAULT - DAMAGES
(RESIDENTIAL EVICTION)

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. Form 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a Clerk's default when the Tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the Clerk.

Second, based on the Clerk's default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the Court a Motion for Default Final Judgment-Residential Eviction (Form 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If the Landlord is seeking a Default Final Judgment - Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

[insert name of Landlord]

Plaintiff,

vs.

CASE NO. _____

[insert case number assigned by the
Clerk of Court]

[insert name of Tenant]

Defendant.

**MOTION FOR CLERK’S DEFAULT –
DAMAGES (RESIDENTIAL
EVICTION)**

Plaintiff asks the Clerk to enter a default against _____ [name], Defendant, for
failing to respond as required by law to Plaintiff’s Complaint for damages.

Name: _____

Address: _____

Telephone No. _____

Email address: _____

DEFAULT – DAMAGES

A default is entered in this action against the Defendant for damages for failure to respond as required by
law.

DATE: _____

CLERK OF THE COURT

By: _____

Deputy Clerk

cc:

[insert name of Landlord]

[insert name and address of Tenant]

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed
with the assistance of

Name:

Address:

Telephone Number:

FORM 78

MOTION FOR CLERK'S DEFAULT – RESIDENTIAL EVICTION
MOTION FOR DEFAULT JUDGMENT - RESIDENTIAL EVICTION

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. Form 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a Clerk's default when the Tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the Clerk.

Second, based on the Clerk's default, a Default Final Judgment should be obtained from the judge handling the case. The Default Final Judgment is obtained by delivering to the Court a Motion for Default Final Judgment-Residential Eviction (Form 78) and/or a Motion for Default Final Judgment – Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If the Landlord is seeking a Default Final Judgment – Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

FORM NOTES ARE FOR INFORMATION PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

[insert name of Landlord]

Plaintiff,

CASE NO. _____

[insert case number assigned
by Clerk of the Court]

vs.

**MOTION FOR DEFAULT FINAL-
JUDGMENT - RESIDENTIAL EVICTION**

[insert name of Tenant]

Defendant.

Plaintiff asks the Clerk to enter a default against _____ [name], Defendant, for failing to respond as required by law to Plaintiff's Complaint for damages.

1. Plaintiff filed a Complaint alleging grounds for residential eviction of Defendant.
2. A Default was entered by the Clerk of this Court on _____ [date].

WHEREFORE, Plaintiff asks this Court to enter a Final judgment For Residential Eviction against Defendant.

Name: _____

Address: _____

Telephone No.: _____

Email address: _____

cc :

[insert name and address of Tenant]

Approved for use under rule 10.2.1(a) of
The Rules Regulating the Florida Bar

The Florida Bar 2010

This form was completed
with the assistance of:

Name: _____

Address: _____

Telephone Number: _____

FORM 79

MOTION FOR DEFAULT FINAL JUDGMENT– DAMAGES
(RESIDENTIAL EVICTION)

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. Form 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a Clerk's default when the Tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the Clerk.

Second, based on the Clerk's default, a default final judgment should be obtained from the judge handling the case. The Default Final Judgment is obtained by delivering to the Court a Motion for Default Final Judgment-Residential Eviction (Form 78) and/or a Motion for Default Final Judgment – Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If the Landlord is seeking a Default Final Judgment – Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

FORM NOTES ARE FOR INFORMATION PURPOSED ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

[insert name of Landlord]

Plaintiff,

vs.

CASE NO. _____

[insert case number assigned
by Clerk of the Court]

**MOTION FOR DEFAULT FINAL
JUDGMENT – DAMAGES
(RESIDENTIAL EVICTION)**

[insert name of Tenant]

Defendant.

Plaintiff asks the Clerk to enter a default against _____ [name], Defendant, for failing to respond as required by law to Plaintiff's Complaint for damages.

1. Plaintiff filed a Complaint for damages against the Defendant.
2. Defendant has failed to timely file an answer and a Default has been entered by the Clerk of this Court on _____ [date].
3. In support of this Motion, Plaintiff submits the attached Affidavit of Damages.

WHEREFORE, Plaintiff asks this Court to enter a Final judgment against Defendant.

I CERTIFY that I ____ mailed, ____ faxed and mailed, or ____ hand delivered a copy of this motion and attached affidavit to the Defendant at _____
_____ [insert address at which Tenant was served and fax number if sent by fax].

Name: _____

Address: _____

Telephone Number: _____

Email address: _____

Approved for use under rule 10.2.1(a) of
The Rules Regulating the Florida Bar

The Florida Bar 2010

This form was completed
with the assistance of:

Name: _____

Address: _____

Telephone Number: _____

FORM 80
AFFIDAVIT OF DAMAGES

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. Form 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a Clerk's default when the Tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the Clerk.

Second, based on the Clerk's default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the Court a Motion for Default Final judgment-Residential Eviction (Form 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If the Landlord is seeking a Default Final Judgment - Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

[insert name of Landlord]

Plaintiff,

CASE NO. _____

vs.

[insert name of Tenant]

Defendant.

AFFIDAVIT OF DAMAGES

STATE OF FLORIDA)
COUNTY OF NASSAU)

BEFORE ME, the undersigned authority, personally appeared _____ [name] who
being first duly sworn, states as follows:

1. I am ____ the Plaintiff or ____ the Plaintiff's agent (check appropriate response) in this case and
am authorized to make this affidavit.

2. This affidavit is based on my own personal knowledge.

3. Defendant has possession of the property which is the subject of this eviction under an agreement
to pay rent of \$ _____ [rental amount] per _____ [week, month, or other
payment period].

4. Defendant has not paid the rent due since _____ [date of payment Tenant has
failed to make].

5. Defendant owes Plaintiff \$ _____ [past due rent amount] as alleged in the
Complaint plus interest.

6. Defendant owes Plaintiff \$ _____ [amount of other damages] as alleged in the
Complaint plus interest.

Name: _____

Sworn and subscribed before me on _____ [date], by
_____ (name), who _____ is personally known to me/ _____ produced
_____ [document] as identification and who took an oath.

NOTARY PUBLIC-STATE OF FLORIDA
Name: _____
Commission No. _____
My Commission Expires: _____

I CERTIFY that I ____ mailed, ____ faxed and mailed, or ____ hand delivered a copy of this motion and
attached affidavit to the Defendant at

_____ [insert address at which Tenant was served and fax number if sent by fax].

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar

The Florida Bar 2010

Form 80

This form was completed
with the assistance of:

Name: _____

Address: _____

Telephone Number: _____

In the County Court,
In and For Nassau County, Florida
Case No.: _____

Plaintiff

Vs.

Defendant

AUTHORIZATION OF CORPORATE OFFICER

_____ (name) is an employee of
_____ (name of corporation that is a party to this action). This
individual has authority to represent the corporation at any stage of the trial court proceedings,
including mediation.

The undersigned giving the authority is an officer of the corporation.

Pursuant to section 92.525, Florida Statutes, under penalties of perjury, I declare that I have read the
foregoing Corporate Authorization and that the facts stated in it are true.

Dated: _____

SIGNING AUTHORITY: _____

Print name and title: _____

(president; vice-president; secretary; treasurer)

Address: _____

Form 81
NON-MILITARY AFFIDAVIT

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. **In order to be entitled to a default, the Non-Military Affidavit must be filed with the Clerk.**

Second, based on the Clerk's default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the Court a Motion for Default Final judgment-Residential Eviction and/or a Motion for Default Final judgment – Damages (Residential Eviction) with an Affidavit of Damages. If the Landlord is seeking a Default Final judgment – Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
NASSAU COUNTY, FLORIDA

[insert name of Landlord]

CASE NO. _____

Plaintiff, Vs.

NON-MILITARY AFFIDAVIT

[insert name of Tenant]

Defendant.

On this day personally appeared before me, the undersigned authority,
_____, who, after being first duly sworn, says:

Defendant, _____, is known by Affiant not to be in the military services or any governmental agency or branch subject to the provision of the Soldiers' Civil Relief Act.

DATED: _____

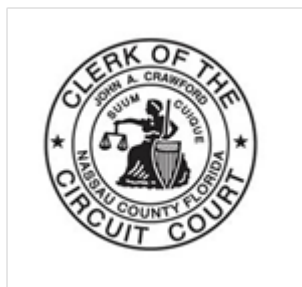
Signature of Affiant

Name: _____

Address: _____

Telephone No. _____

Sworn and subscribed before me on _____ [date], by _____ [name], who _____ is personally known to me _____ produced _____ [document] as identification and who took an oath.



NOTARY PUBLIC-STATE OF FLORIDA OR DEPUTY CLERK

Name: _____

Commission No. _____

My Commission Expires: _____

I CERTIFY that I _____ mailed, _____ faxed and mailed, or _____ hand delivered a copy of this motion and attached affidavit to the Defendant at _____ [insert address at which Tenant was served and fax number if sent by fax].

Deputy Clerk