

SANTA ROSA COUNTY, FLORIDA

LANDLORD/TENANT
MOBILE HOME
EVICTION PACKET

COST: \$5.00

Purchase price is non-refundable.

LANDLORD/TENANT EVICTION PACKET FOR MOBILE HOME PARK OWNERS
Available in our office for \$5.00 **OR** Clerk of Courts Web Site www.santarosaclerk.com

Mailing Address: Clerk of Courts Attn: Landlord/Tenant P.O. Box 472 Milton, Fl. 32572

Location/Phone: 6865 Caroline Street, Milton, FL. Santa Rosa County Court House 32572 850-981-5667
Service Center: 5841 Gulf Breeze Parkway, Gulf Breeze, FL 32563 (Hwy 98 by the Zoo)

YOU MUST BRING THE FOLLOWING TO FILE YOUR CASE

FILING FEE: \$185.00 FOR REMOVAL OF TENANT
\$10.00 CLERK ISSUE EACH PREPARED SUMMONS **OR**
\$17.00 EACH SUMMONS CLERK PREPARES AND ISSUES

Filing Fee may be paid by: Cash, Cashier's Check, Money Order, Personal Check on Local Bank, Business Check or Major Credit Card with Fee: Payable to :Santa Rosa County Clerk of Courts

COMPLAINTS: Choose one (1) of four (4) provided in this packet that matches the notice given. Original to Court and provide two (2) copies when there is one (1) defendant four (4) copies for two (2) tenants.
Complaints: Pages 18-23

SUMMONS: Pages 24 and 25. Prepare summons for each tenant listed on complaint. Original to Court with three (3) copies and sheriff's service fee. Clerk will issue for service on tenant(s).

COPIES: You will need to have copies of the notice from step one (refer to page 3) and the lease agreement if there is one. You will need three (3) copies of each if there is one (1) defendant and five (5) copies if there are two (2) defendants. Our office can make copies for you if you wish, but must charge \$1.00 per page as governed by Florida Statutes. Notice Forms: Pages 14-17.

ENVELOPES: One (1) addressed to each defendant with (2 or 3) stamps, depending on the weight of your lease with notice and complaint **and** one (1) addressed to you with one (1) postage stamp.

ADDITIONAL ENVELOPES: Two (2) blank envelopes for each Plaintiff and each Defendant with one (1) postage stamp on each **OR** \$2.50 for each Plaintiff and Defendant on your complaint.

SHERIFF'S FEES: \$40.00 Per Summons \$90.00 Writ of Possession
These fees may be paid with a Business Check, Cashier's Check or Money Order.
Payable to: Santa Rosa County Sheriff's Office (No Personal Checks)

Read Florida Statutes 48.183 service of process in action for possession of residential premises.

MOTION FOR DEFAULT: Page 27. Prepare and present to the Clerk a \$90.00 payment to Santa Rosa Sheriff's Department and contact information by business card or letter if the Tenant(s) has/have not filed an answer within five (5) working days after service of summons.

REQUEST FOR DISMISSAL: Page 28. Prepare. Sign and Date. Present to Clerk.

MEMO: WHEN YOU REQUEST POSSESSION, PLEASE ATTACH A BUSINESS CARD OR LETTER WITH YOUR \$90.00 PAYMENT FOR THE DEPUTY CLERK TO HAVE CONTACT INFORMATION. **THANK YOU.**

ADDITIONAL INSTRUCTIONS:

1. Prepare Pleadings or Documents for Case filing with print on one side of each sheet of paper. We docket and scan each item submitted for case filing.
2. Submit Pleading and Documents for Case filing on standard paper which is 8 1/2 by 11 inches.

Thank you in advance for your consideration and compliance to our request.

LANDLORD/TENANT EVICTIONS INFORMATION FOR MOBILE HOME PARK OWNERS

The following has been prepared to assist the Landlord in the filing of a Landlord/Tenant Eviction case. However all Landlords should become familiar with the latest edition of Chapter 83(residential landlord/tenant) and Chapter 723 (mobile home parks) of the Florida Statutes.

The information contained in this packet will only aide you in filing your case. It will not answer any questions you might have as far as “your rights”. Pursuant to Clerk’s letter dated April 19th, 2002, this office cannot explain any part of the Landlord/Tenant Eviction process to either party (the Landlord or the Tenant). The clerk will file the complaint and issue the summons. Any questions you have or advice you require will have to come from private counsel. Be sure to **READ THIS PACKET IN IT’S ENTIRETY** as we cannot help you other than to provide the packet for mobile home park owners.

A Landlord, his attorney or his agent may file the complaint in our office; however, a Landlord’s agent is not permitted to take any action other than the initial filing of the complaint unless the Landlord’s agent is an attorney.

The Clerk’s office can not recommend an attorney for you. If you do not know an attorney who handles Tenant Evictions, you should contact the Lawyer’s Referral Service at (850) 434-6009.

The Landlord and the Tenant should contact the Clerk’s office of any changes in address. Form: Page 26

If the case is settled either by the tenant moving out or by an understanding between the two parties after the case is filed, the Landlord should notify the court in writing so that the case may be dismissed. Form: page 29-Plaintiff’s Request for Dismissal of Eviction Complaint.

Keep this packet for future reference. If you request another packet you will be charged \$5.00. OR you may print the packet from the Clerk’s Website at www.santarosaclerk.com

STEP ONE

Pursuant to Chapter 83 and Chapter 723 of the Florida Statute, a notice which complies with this statute should be served on the Tenant. For your convenience the judges have prepared examples of the proper notices. You will find copies of the notices on the next few pages. You should read the notices **CAREFULLY** and choose the notice that applies to your situation. Following each notice is an explanation of the proper service for this notice. IF the proper notice is not given, the case may be dismissed by the Judge, and you will lose all monies paid for filing of this case.

REMEMBER: You will need copies of the notice when you file your case in the Clerk’s office. Keep a copy of the Notice you gave to the Tenant(s).

STEP TWO

If the proper notice has been given and the Tenant refuses to vacate the premises, you may file your case at this time.

We have five (5) complaints that you must choose from:

1. Complaint for Eviction only (Failure to Pay Rent)
2. Complaint for Eviction and Money (Failure to Pay Rent)
3. Complaint for Eviction (Conviction of Crime)
4. Complaint for Eviction (Serious Rule Violation)
5. Complaint for Eviction (Repeat Rule Violations)

After you have made your decision as to which complaint you will need, complete the form making sure you fill in each blank. The Clerk will issue a summons for each tenant to be served. You may hand deliver the paperwork to the sheriff's department. If you decide that we should send the summons, you will need to leave your sheriff's fee with the clerk when you file your case. We can **only** accept Cashier's Check, Money Order or Business Check made payable to the Santa Rosa County Sheriff's Office.

WE CAN NOT ACCEPT CASH FOR THE SHERIFF'S OFFICE.

If you have chosen the Complaint for Eviction only, Conviction of Crime, Serious Rule Violation, or Repeat Rule Violations, a five (5) day summons will be issued. A five (5) day and twenty (20) day summons will be issued for the Complaint for Eviction and Money. This complaint will require service for two (2) summons (\$40.00 per person).

5 DAY SUMMONS

Landlord:

Upon the service of the summons for Eviction, you must wait five(5) complete days, not counting the day of service, weekends or holidays (Florida Statute deem legal holidays to be any days the Courthouse is not open for business). If after this time the defendant(s) has not followed the instructions on the summons, you may file a Motion for Default along with the file to the Judge for his signature. He will review the file and apply the law accordingly. If you have followed the procedure correctly, the Judge will sign the Judgment. When the file is returned to the Clerk's Office we will mail a copy of the Judgment to both parties. On the 11th day after the date of Judgment, the Clerk's Office will issue a Writ of Possession. The Writ must be served by the Sheriff's Office. The cost for this service is \$90.00. After the Writ is served the tenant will have 24 hours to vacate. If after this time they have not left, the Sheriff's Office will make them vacate the premises. This question is frequently asked, "What do I do with the mobile home if the tenant vacates but leaves the mobile home?". The Clerk's Office can not answer this question for you. Again, you should be familiar with the Florida Statute that deals with this problem.

20 DAY SUMMONS

TENANT

You will have 20 days (calendar days) to answer the summons for rent and/or damages to the premises. File the original signed and dated "Answer" with the Clerk's Office and mail a copy to the Plaintiff. The Clerk's Office will send the file to the Judge for review. The Judicial assistant will set a hearing if your answer raises factual issues, and will mail both parties a Notice to Appear.

All parties must appear for this hearing.

POSTING MONEY TO THE COURT REGISTRY

In the summons the tenant is instructed to pay the money owed to the landlord by paying the amount and a fee into the Court Registry in the Clerk's Office. The Court Registry fee is 3% of the first \$500.00 and 1.5% on the amount over \$500.00.

This must be paid in Cash, Cashier's Check or Money Order. We can not accept personal checks.

The funds will be held until an order is signed by the Judge instructing the Clerk as to how these funds are to be disbursed.

LANDLORDS: **Be sure to read page 2 of this eviction packet.**
 The Clerk must have everything listed before they can file your case.

CLERK OF COURTS MAILING ADDRESS AND PHONE NUMBERS:

Donald C. Spencer, Clerk of Court and Comptroller
Civil Division
P.O. Box 472
Milton, Florida 32572

Landlord/Tenant Evictions located at:
6865 Caroline Street, Santa Rosa County Courthouse, Milton, FL 32572

Phone Numbers: 850-981-5676
 850-981-5667

INFORMATION FOR MOBILE HOME PARK OWNERS

If you are seeking to evict a mobile home park tenant, you should become very familiar with the information in this packet. Tenant evictions from mobile homes are covered under Chapter 83 (residential landlord-tenant) or Chapter 723 (mobile home parks). Chapter 723 applies only to evictions of individuals who own their mobile home and rent lots from mobile home parks. A mobile home park is defined as one which offers for rent ten or more lots. FS723.002(1). If your park offers/rents less than ten lots, you fall under Chapter 83. Chapter 723 also does not apply to RV parks. The rest of this packet applies only to mobile home park evictions under Chapter 723.

A mobile home park tenant can be evicted only if he violates one of the six grounds:

1. Nonpayment of lot rental amount. FS723.061(1)(a). This ground is applicable only if the nonpayment continues for five (5) days (not counting Saturdays, Sundays or holidays) after delivery of a written demand by the owner for payment of the lot rental amount. The demand by the owner for payment can only be delivered by certified or registered mail. In addition, even if the tenant remains in default for the five (5) days, he may still not be evicted for non-payment if he pays the amount due (including any applicable late fees, court cost and attorney fees) by the time the case comes to pretrial conference.
2. The tenant is convicted (if adjudication is withheld, it doesn't count) of any federal or state statute which you feel that you can successfully argue to the court constitutes a detriment to the health, safety or welfare of other residents in the park. Example: tenant is convicted of battery carrying a concealed weapon, burglary, etc. The statute FS723.061(1)(b) doesn't require that you give the tenant notice in this case, although you may do so if you wish.
3. The tenant violates a rule, regulation, rental agreement provision or statutory provisions of Chapter 723, which violation "is found by any court having jurisdiction thereof to have been an act which endangered the life, health, safety, or property of the park residents or property or the peaceful enjoyment of the mobile home park by its residents". The transaction of this provision is not easy. Basically, if you want to take the position that the tenant has committed an act that is so serious that it justifies giving a seven (7) day notice to vacate (NOT COUNTING weekends or holidays) you will have to be prepared to justify it in court if the tenant does not vacate (they rarely vacate) and instead it goes to a pretrial hearing. Examples of activities by a tenant that might fall under this category are disorderly conduct or intoxication on the park grounds, improper exhibition of a firearm in the park, piling trash on park grounds that constitutes a health hazard, indecent exposure, etc. It is not easy to obtain an eviction using this ground as it is with any of the other, since it is the harshest. FS723.061(1)c(1).
4. The tenant violates any rule, regulation, rental agreement provision or any section of Chapter 723 for the **SECOND TIME** within 12 months if:
 - a. you give the tenant **WRITTEN** notice within 30 days of the first violation, which notice specifically described the actions which constituted the violation and gave the tenant seven (7) days to correct it, and
 - b. the tenant failed to correct the first violation within the seven (7) days or corrected it but then repeated the violation within the twelve (12) month period and you gave the tenant a thirty (30) day written notice to vacate after the second violation.

This ground needs a more explanation, to everyone who has read the statute book, including all the Judges. The difference between grounds 3 and 4 is that you can only use ground 3 for serious violations, whereas ground 4 can be used for any violation. For example, let's say the tenant is keeping a pet in his mobile home, contrary to park rules. This does not qualify as a serious ground under #3(unless the pet is rabid or very dangerous). Therefore, you must use the procedure for ground 4.

You give the tenant the “Repeat Violation” notice to cure (see below) within 30 days of the date you discover the violation, which tells him to get rid of the pet or vacate within 7 days. If the tenant does not get rid of the pet or vacate within 7 days, you can treat the noncompliance as a second violation and serve a 30 day eviction notice on him; if he gets rid of the pet within the 7 days, but then 11 months later gets another pet, you can serve a 30 day eviction notice on him. This ground is complicated, so what’s so great about it? What is great is that once the tenant commits the second violation, you don’t have the 30 day eviction notice. FS723.061(1)c(2).

5. You decide to no longer use the land as a mobile home park. You must give one (1) year’s notice to vacate. FS723.061(1)(d).
6. The tenant sells his mobile home to someone who does not qualify or has failed to obtain approval from you to become a tenant (if approval is required by a properly promulgated rule of the mobile home park). The statute does not require that you give notice for this ground. Again you may do so if you wish, but it is not required. FS723.061(1)(e).

Once you have decided which of the previous six grounds you intend to rely upon, you must determine which notice is appropriate to serve and then, if the tenant does not vacate within the time given, which complaint form you should use. We have prepared complaint forms and notices for the four most common types of evictions (ground is one (1) through four (4)).

Once any applicable notices have been delivered and the complaint filed, you must have the complaint served. (You are not allowed to serve the complaint by posting a mobile home park eviction like a residential tenant eviction under Chapter 83. However the NOTICE MUST BE POSTED)

Unlike the procedure required under chapter 83 (residential evictions), you are not allowed to served the complaint by posting a copy on the mobile home. It must be served by a deputy or process server. The “Notice to Vacate”, on the other hand will not be served by the sheriff’s office, but must be mailed and posted, as explained below.

NOTICES

Notices for Unpaid Rent Eviction

If you wish to evict a mobile home owner for non-payment of rent, you must deliver to the tenant a written notice which should reflect the form below:

NOTICE TO QUIT

To: _____

You are hereby notified that you are indebted to me in the sum of \$_____ for the rent located at _____ Santa Rosa County, Florida, now occupied by you, and that I demand payment of the rent or possession of the premises within five (5) days (not including Saturdays, Sundays or Legal Holidays) from the date of delivery of this notice (which is determined by adding five (5) calendar days to the date on the postmark) To Wit, on or before _____, 20_____.

Landlord’s Name, Address and Phone Number.

Please note that, for reasons known only to the drafters of this unusual legislation, you are not allowed to hand deliver the notice. It must be mailed, using certified mail, return receipt requested, to the owner's last known address (usually the mobile home lot). On the same day it is mailed, it must also be posted on the premises. If you mail the notice one day and post the notice the next day, it is not fatal to your case. **However, if you fail to use the certified mail, you will not even get a hearing.**

You should also note that, while the five days doesn't sound like much, when you delete weekends and holidays and then add five (5) more days from the day the notice was postmarked, you have given at least eleven (11) day to pay or vacate. Example: You prepare and mail the notice on a Monday, add five (5) days for delivery, which makes Friday of that week, then add five(5) working days, which is then the following Friday. Suddenly, five (5) days has turned into eleven (11) days. Throw in a holiday and perhaps another weekend, (depending upon the calendar and when the notice is mailed) and you may wind up giving as many as fourteen (14) days grace. If you are wondering if you skip all these steps and just have the notice served by the Sheriff's Office, the answer is **NO**. The sheriff's office will not be recognized, just like hand delivery will not. Keep in mind the difference between serving a **NOTICE** and serving a **COMPLAINT**. Notices must be mailed and posted, whereas complaints must be served by the sheriff's office. Looking at the "On or Before" field on the notice, you must be sure and figure the date correctly, because the first thing the judge will do when your case comes to his attention is to calculate five calendar days plus five working days. If you figured incorrectly, your case is void and you must start all over.

Complaint for Non-payment of Mobile Home Lot Rent

The complaint you use for non-payment of rent depends upon whether you are only seeking eviction or also asking for a judgment for the unpaid rent total. If you are only seeking possession of the lot, use the complaint form on page 18. If you are seeking both possession and a money judgment, use the complaint form on page 19 and 20. Looking at the complaint form you should fill in the blanks as follows:

- The formal property description is not necessary, just give the name of the park and address
- The first blank is the amount of periodic rent, such as \$500.00, the second "payable" blank is the period of rent, such as monthly, or by the 5th of the month.
- Fill in the "Rent Due" blank by stating the date the rent was due. If the mobile home owner has missed more than one due date, list each of them.
- The date on which the Tenant was served will be the one calculated as set forth above; you add five working days to the five calendar days following the date your notice is postmarked. Attach a copy of the notice to the complaint. IF no notice is attached the complaint will be rejected by the judge as insufficient, the same as if the notice is done incorrectly.
- This sentence should read "Past Due Rent of . . ." Calculate how much rent you are claiming to be owed and fill in the "as of" field by inserting the date that the last rent payment was due. Also fill in the actual amount, which is usually the monthly rental amount. Complaint form on page 20 adds a Count II for "damages", which simply means you want a Money Judgment in addition to Possession.

Complaint for Conviction Eviction

Use complaint from on page 23 for this action. It will be necessary to obtain a certified copy of the judgment of conviction and attach a copy of that certified copy to the complaint. In paragraph 3, and example of “describe court” would be Santa Rosa County Circuit Court, 1st Judicial Circuit of Florida.

As previously pointed out, this ground for eviction does not require delivery of any notice. You just go directly to court and seek eviction. In other words, the first notice that the mobile home owner will receive indicating that you want him out of the park, may well be the service of the complaint. There is no law that prohibits you from giving the mobile home owner some oral or written notice that he must leave. Several questions are raised by FS723.061(1)(b), which authorizes this ground. The first question is “what is a “conviction””? This means that the individual must be **adjudicated guilty** of a crime. If the individual is a minor and goes only to juvenile court, it doesn’t count as a conviction. As previously stated, if the person is found guilty but **adjudication is withheld**, it doesn’t count as a conviction. Other questions are “what individual will qualify for this ground? Does it count if the adult child(18 or older) of the mobile home owner is the one convicted (assuming the adult child lives in the park with his/her parent(s)” The statute states it must be the mobile home owner that was convicted so we are willing to consider any conviction at any time, so long as it can be deemed detrimental to the health, safety or welfare of other park residents. Obviously, a conviction received for an act which occurred in the park will be more likely to fall into that category than any other; but if the conviction is for sexual battery, child molestation, or murder, for instance, the fact that it occurred before the owner moved into the park will not preclude its use. Be forewarned that we will not construe this section liberally in favor of the Landlord. It will have to be obvious that a real detriment exist before this section will be enforced. Example: a mobile home owner gets a conviction for reckless driving outside the park; without proof that he drives that way inside the park, this conviction will not sustain an eviction. On the other hand, a DUI conviction received while the owner was a resident of the park would be seriously considered, especially if there was proof that the owner drove back to his mobile home in that condition.

Notice of Eviction for Violation of Park Rule(Serious)

If you wish to evict an owner for violating a rule, lease provision or statute (Ch.723) which endangering the life, health, safety or property or park residents of their peaceful enjoyment of the park, you must serve on the owner by registered or certified mail, return receipt requested, a notice much like the following form.

NOTICE TO QUIT

TO: _____

You are hereby notified that you have committed an act which has endangered the life, health, safety, or property of the park residents or the peaceful enjoyment of the park by the residents, to wit:

(Explain Circumstances)

You are hereby notified that I have elected to terminate your rental agreement, pursuant to Florida Statute 723.061(1)(c)1, for the lot located at _____ Santa Rosa County, Florida, and you have seven (7) days, counting Saturdays, Sundays and Legal Holidays, from the date this notice is delivered to vacate the premises(delivery date is determined by adding five(5) calendar days to the date on the postmark); To Wit, on or before _____.

Date of Mailing _____

Date of Posting _____

Landlords Name, Address and Phone Number:

Read the paragraphs following the Notice to Quit for unpaid rent evictions for information regarding service and posting.

Complaint for Serious Rule Violation Eviction

Use complaint form on page 22 if you are seeking to evict under the “serious” rule violation provision. In paragraph 3, be sure and attach a copy of the rule, regulation, lease provision or statute you are counting on. Also, attach a copy of the notice you deliver.

**Notices for Eviction for Repeated Violation of Park Rule
(Non-Serious)**

If you wish to evict a mobile home owner for violation of any park rule, lease provision or section of Chapter 723 which does not fall into the “serious” category above, you must engage in a two step process; serve the owner with a notice to cure, and then (if the problem is not cured) with a notice to quit. Both notices must be delivered in the manner described in the two paragraphs following the Notice to Quit for unpaid rent eviction. The Notice to Cure should take substantially the following form:

NOTICE TO CURE

To: _____

You are hereby notified that, within the last thirty (30) days, you have violated a rule, regulation or lease provision of this mobile home park or a section of Chapter 723, Florida Statute, To wit: _____

(Cite Rule or Statute)

Specifically, you have _____

(State the circumstances constituting the violation)

I therefore demand, pursuant to 723.061(1)(c)2, Florida Statutes, that you are either correct the condition described above within seven (7) days (counting Saturdays and Sunday s and Holidays) of the date of delivery of this notice (delivery is computed by adding five (5) calendar days to the postmark date); To Wit, on or before _____

or vacate the lot that you now rent, located at _____.

Failure to cure the condition or repeating a cured violation within one year of the date of delivery of this notice will result in your being evicted from the premises.

Date of Mailing: _____

Date of Posting: _____

Landlord's Name, Address and Phone Number: _____

If the violation continues even one day past the seven days (and, again, you can count week-ends and holidays) given in the notice to cure, you may consider this a second violation and may then deliver a notice quit. Delivery should be by mail as described above. The notice should take substantially the following form:

NOTICE TO QUIT

To: _____

You are hereby notified that you are required to vacate the premises located at _____ because you have committed a second violation of park rule, regulation, lease provision or section of Chapter 723, Florida Statutes, To Wit: _____

(Cite the Rule, Provision or Statute)

Within one year of the first violation by engaging in the following: _____

(Describe the prohibited activity)

You are required, pursuant to 723.061(1)(c)2, Florida Statute to vacate no later than thirty (30) days from the date of delivery of this notice (which is determined by adding five calendar days to the date on the postmark of this letter); To Wit: on or before _____.

Date of Mailing: _____

Date of Posting: _____

Landlord's Name, Address, and Phone Number: _____

Complaint for Non-Serious Rule Violation Eviction

Use complaint form on Page 21 if you are seeking to evict a mobile home owner from a mobile home park after giving the two notices set forth above for non-serious violations. Note that you must attach copies of BOTH NOTICES, so that the judge can look at the file and see that you have complied with all requirements before filing. Be sure to attach also a copy of the rule, provision, or statute number upon which you are relying.

The 2013 Florida Statutes

Title XL

REAL AND PERSONAL PROPERTY

Chapter 723

MOBILE HOME PARK LOT TENANCIES

723.0612 Change in use; relocation expenses; payments by park owner. –

48.183 Service of process in action for possession of premises. –

(1) In an action for possession of any residential premises, including those under chapters 83, 723, and 513, or nonresidential premises, if the tenant cannot be found in the county or there is no person 15 years of age or older residing at the tenant's usual place of abode in the county after at least two attempts to obtain service as provided above in this subsection, summons may be served by attaching a copy to a conspicuous place on the property described in the complaint or summons. The minimum time delay between the two attempts to obtain service shall be 6 hours. Nothing herein shall be construed as prohibiting service of process on a tenant as is otherwise provided on defendants in civil cases.

(2) If a landlord causes or anticipates causing a defendant to be served with a summons and complaint solely by attaching them to some conspicuous place on the property described in the complaint or summons, the landlord shall provide the clerk of the court with an additional copy of the complaint and a prestamped envelope addressed to the defendant at the premises involved in the proceeding. The clerk of the court shall immediately mail the copy of the summons and complaint by first-class mail, note the fact of mailing in the docket, and file a certificate in the court file of the fact and date of mailing. Service shall be effective on the date of posting or mailing, whichever occurs later, and at least 5 days must elapse from the date of service before a judgment for final removal of the defendant may be entered.

History.—s. 4, ch. 73-330; s. 1, ch. 75-34; s. 1, ch. 83-39; s. 2, ch. 84-339; s. 4, ch. 87-405; s. 1, ch. 88-379; s. 3, ch. 94-170; s. 2, ch. 98-410; s. 1, ch. 2003-263.

NOTICE TO QUIT
(Non Payment of Rent)

To: _____

You are hereby notified that you are indebted to me in the sum of \$ _____ for rent of lot located at _____

_____ Santa Rosa County, Florida, now occupied by you and that I demand payment of the rent or possession of the premises within five (5) days (not including Saturdays, Sundays or Legal Holidays) from the date of delivery of this notice (which is determined by adding five (5) calendar days to the date of the postmark),

To Wit: on or before _____.

Date of Mailing: _____.

Date of Posting: _____.

Landlord's Name, Address, and Phone Number

NOTICE TO QUIT
(Serious Rule Violation Eviction)

To: _____

You are hereby notified that you have committed an act which has endangered the life, health, safety, or property of the park residents or the peaceful enjoyment of the park by residents, to wit:

(explain circumstances)

You are hereby notified that I have elected to terminate your rental agreement, pursuant to 723.016(1)(c)1., Florida Statutes, for the lot located at

Santa Rosa County, Florida, and you have seven (7) days, county Saturdays and Sundays and Legal Holidays, from the date this notice is delivered to vacate the premises (delivery date is determined by adding five (5) calendar days to the date on the postmark):

To Wit: on or before _____.

Date of Mailing: _____.

Date of Posting: _____.

Landlord's Name, Address, and Phone Number

NOTICE TO CURE

(Non Serious Violation of Park Rule Eviction)

To: _____

You are hereby notified that, within the last thirty (30) days, you have violated a rule, regulation or lease provision of this mobile home park or a section of chapter 723, Florida Statute,

To Wit: _____

(cite rule of statute)

Specifically, you have _____

(state the circumstances constituting the violation)

I therefore demand, pursuant to 723.016.(1)(c)2., Florida Statutes, that you either correct the condition described above within seven (7) days (county Saturdays and Sundays and Legal Holidays) of the date of delivery of this notice (delivery is computed by adding five (5) calendar days to the postmark date):

To Wit, on or before _____ or vacate the lot that you now rent, located at _____.

Failure to cure the condition or repeating a cured violation within one year of the date of delivery of this notice will result in your being evicted from the premises.

Date of Mailing: _____.

Date of Posting: _____.

Landlord's Name, Address, and Phone Number

NOTICE TO QUIT

(Non Serious Violation of Park Rule Eviction)

To: _____

You are hereby notified that you are required to vacate the premises located at:

_____ in Santa Rosa County, Florida, because you have committed a second violation of park rule, regulation, lease provision or section of Chapter 723, Florida Statutes,

To Wit: _____

(Cite the rule, provision or statute)

within one year of the first violation by engaging in the following: _____

(Describe the prohibited activity)

You are required, pursuant to 723.016(1)(c)2., Florida Statute to vacate no later than thirty (30) days from the date of delivery of this notice (which is determined by adding five (5) calendar days to the date of the postmark on this letter);

To Wit: on or before _____.

Date of Mailing: _____.

Date of Posting: _____.

Landlord's Name, Address, and Phone Number

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

PLAINTIFF(S)

CASE NO: _____

VS

DEFENDANT(S)

**COMPLAINT FOR EVICTION
MOBILE HOME PARK EVICTION
(RENT)**

PLAINTIFF(S) _____sues
DEFENDANT(S) _____and alleges:

1. This is an action to evict a tenant from a Mobile Home Park in Santa Rosa County, Florida pursuant to 723.061(1) (a), Florida Statutes.
2. Plaintiff(s) owns the following described real property in Santa Rosa County, wherein is located a Mobile Home Park containing 10 or more mobile home lots;

(Street Address of Rental Property including lot number, City, State, and Zip code)
3. Defendant(s) has possession of property under written agreement, copy attached, or oral agreement, to pay rent of \$ _____ payable each _____.
(Rent Amount) (Monthly, weekly, etc...)
4. Defendant(s) failed to pay rent due _____, 20___.
(Date Defendant failed to pay Rent)
5. Plaintiff(s) served Defendant(s) with a notice on _____, 20____, to pay rent or deliver possession, but Defendant(s) refuses to do either. A copy of which notices is attached hereto.
6. Defendant(s) owes Plaintiff(s) past due rent in the amount of \$ _____ as of _____ which continues to accrue at a rate of \$ _____ per month, plus court cost.

Wherefore, Plaintiff(s) demands judgment for possession of the property against Defendant(s)

Plaintiff, Attorney or Agent

Address

City, State, Zip Code

Phone Number

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

PLAINTIFF(S)

CASE NO: _____

VS

DEFENDANT(S)

**COMPLAINT FOR EVICTION
MOBILE HOME PARK EVICTION
(Rent and Damages)**

PLAINTIFF(S) _____ sues
DEFENDANT(S) _____ and alleges:

COUNT I

1. This is an action to evict a tenant from a Mobile Home Park in Santa Rosa County, Florida pursuant to 723.061(1)(a), Florida Statute.
2. Plaintiff(s) owns the following described real property in said Santa Rosa County, wherein is located a Mobile Home Park containing 10 or more mobile home lots;

(Street Address of Rental Property including Lot Number, City and State)
3. Defendant(s) has possession of the property under written agreement, copy attached, or oral agreement, to pay rent in the amount of \$ _____ payable each _____.
(Amount of Rent) (Monthly or Weekly)
4. Defendant(s) failed to pay rent due on _____.
(Date Defendant failed to pay rent due)
5. Plaintiff(s) served Defendant(s) with a notice on _____ to pay rent due or deliver possession, but Defendant(s) refused to do either, a copy of which notice is attached.
6. Defendant(s) owes Plaintiff(s) past due rent in the amount of \$ _____ as of _____, which continues to accrue at the rate of \$ _____ per month, plus court cost.

COUNT II

7. This is an action for damages that do not exceed \$15,000.00.
8. Plaintiff(s) restates those allegations contained in paragraphs 1 through 6 above.
9. Defendant (s) owes Plaintiff(s) \$ _____ that is due with interest _____, for unpaid rent and \$ _____ for damages to the premises, plus court cost.

Wherefore, Plaintiff(s) demands judgment for damages against Defendant(s).

Plaintiff, Attorney or Agent

Address

City, State, Zip Code

Phone Number

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

PLAINTIFF(S)

CASE NO: _____

VS

DEFENDANT(S)

**COMPLAINT FOR EVICTION
MOBILE HOME PARK EVICTION
(Repeat Rule Violation)**

PLAINTIFF(S) _____sues
DEFENDANT(S) _____ and alleges:

1. This is an action to evict a tenant from a Mobile Home Park in Santa Rosa County, Florida, pursuant to 723.016(1) (c)1, Florida Statutes.
2. Plaintiff(s) owns the following described real property in Santa Rosa County, wherein is located a Mobile Home Park contains 10 or more mobile lots: _____

(Street Address of Rental Property including lot number, City, State and Zip Code.)
3. Defendant(s) has continued to violate the following park rule(s), lease provision, or section of chapter 723, Florida Statutes. Below identify rule or lease provision or statute number and attach a copy of the applicable lease or rules.

4. Specifically, the defendant (state circumstances causing violation)

5. Defendant(s) act endangered the life, health, safety or property of the park residents, or it interfered with the peaceful enjoyment of the park by the residents.
6. As a result, Plaintiff(s) refuses to do. A copy of the notice is attached.

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

Plaintiff, Attorney or Agent

Address

City, State, Zip Code

Phone Number

IN THE COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

PLAINTIFF(S)

CASE NO: _____

VS

DEFENDANT(S)

**COMPLAINT
MOBILE HOME PARK EVICTION
(SERIOUS RULE VIOLATION)**

PLAINTIFF(S) _____ sues
DEFENDANT(S) _____ and alleges:

1. This is an action to evict a tenant from a Mobile Home Park in Santa County, Florida, pursuant to 723.061(1)(c), Florida Statutes.
2. Plaintiff(s) owns the following described real property in Santa Rosa County, wherein is located in a Mobile Home Park contains 10 or more mobile home lots:

(Street Address or Rental Property including lot number, City, State and Zip Code)
3. Defendant(s) has violated the following park rule, lease provision or section of Chapter 723, Florida Statutes. Below identify rule or lease provision or statute number and attach a copy of applicable lease or rules. _____

4. Specifically, the defendant (state circumstances causing violation) _____

5. Defendant(s) act endangered the life, health safety or property of the park residents, or it interfered with the peaceful enjoyment of the park by the residents.
6. As a result, Plaintiff(s) elected to terminate the rental agreement and served the Defendant(s) with a notice to vacate, which Defendant(s) refuses to do. A copy of the notice is attached.

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

Plaintiff, Attorney or Agent

Address

City, State, Zip Code

Phone Number

IN THE COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

PLAINTIFF(S)

CASE NO: _____

VS

DEFENDANT(S)

**COMPLAINT
MOBILE HOME PARK EVICTION
(Conviction of a Crime)**

PLAINTIFF(S) _____sues
DEFENDANT(S) _____ and alleges:

1. This is an action to evict a tenant from a Mobile Home Park in Santa Rosa County, Florida, pursuant to 723.0161(1)(c)1, Florida Statutes.
2. Plaintiff(s) owns the following described real property in Santa Rosa County, wherein is located a Mobile Home Park contains 10 or more mobile home lots: _____

(Street Address of Rental Property including Lot Number, City, State Zip Code)
3. Defendant(s) was convicted of the crime of _____
in _____
on _____. (Describe Court and Date of Conviction)
The judgments of Conviction are attached.
4. The crime of which defendant was convicted constitutes a detriment to health, safety or welfare of the park residents.

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

Plaintiff, Attorney or Agent

Address

City, State, Zip Code

Phone Number

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

PLAINTIFF(S)

CASE NO: _____

VS

DEFENDANT(S)

LOT _____

EVICTION SUMMONS/MOBILE HOME LOT

PLEASE READ CAREFULLY

You are being sued by _____
to require you to move out of the place where you are living for the reasons given in the attached complaint.

You are entitled to a trial to determine whether you can be required to move, but you **MUST DO ALL** the things listed below. You must do them within 5(five) days (not including Saturday, Sunday, or any legal holiday) 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 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 Clerk of the Court at Santa Rosa County Courthouse, 6865 Caroline Street, Milton, FL 32570.
2. Mail or give a copy of your written reason(s) to:
Plaintiff/Plaintiff's Attorney: _____
Address _____
3. Pay the Clerk of the Court the amount of rent that the attached complaint claims to be due and any rent that becomes due until the lawsuit is over. Rent money deposited into the Registry of Court must be paid by Cash, Cashier's Check, or Money Order with a Registry Fee of 3% of the first \$500.00. If you believe that the amount claimed in the complaint is incorrect, you should file with the Court of the Court a motion to have the court determine the amount to be paid. If you file a motion, you must attach to the motion any documents supporting your position and mail or give a copy of the motion to the plaintiff/plaintiff's attorney.
4. If you file a motion to have the court determine the amount of rent to be paid to the clerk of the court, you must immediately contact the judge to whom the case is assigned to schedule a hearing to decide what amount should be paid to the Clerk of the Court while the lawsuit is pending.

IF YOU DO NOT DO ALL OF THE THINGS SPECIFIED ABOVE WITHIN 5 WORKING DAYS AFTER THE DATE THAT THESE PAPERS WERE GIVEN TO YOU OR THE A PERSON WHO LIVES WITH YOU OR WERE POSTED AT YOUR HOME, YOU MAY BE EVICTED WITHOUT A HEARING OR FURTHER NOTICE.

5. If the attached complaint also contains a claim for money damages (such as unpaid rent), you must respond to that claim separately. You must write down the reason why you believe that you do not owe the money claimed. The written reasons must be given to the Clerk of Court at the address specified in the paragraph (1) above, and you must mail or give a copy of your written reasons to the plaintiff/plaintiff's attorney at the address specified in paragraph (2) above. This must be done within twenty (20) days after the date these papers were given to you or to a person who lives with you or were posted on your home.

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 above named defendant.

DATED ON _____, 20____.

**DONALD SPENCER
CLERK OF THE COUNTY COURT**

BY: _____

AS DEPUTY CLERK

If you are a person with a disability who needs any accommodation in order to participate in this proceeding you are entitled at no cost to you to the provision of certain assistance. Please contact: Court Administration ADA Liaison Santa Rosa County 6865 Caroline Street, Milton, Fl 32570 Phone 850-623-3159 Fax 850-982-0602 ADA.SantaRosa@flcourrts1.gov at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, please call 711.

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

PLAINTIFF(S)

CASE NO: _____

VS

DEFENDANT(S)

NOTICE OF PERMANENT MAILING ADDRESS

I, _____ the Plaintiff/Defendant in the above styled cause of action hereby certify that my permanent mailing address is as follows:

Phone: _____

I UNDERSTAND THAT ONLY THIS ADDRESS WILL BE USED BY THE COURT, THE OPPOSING PARTY, AND ANY INTERVENING PARTIES TO THIS CASE FOR THE PURPOSE OF PROVIDING ME WITH:

- A. Notice of all future hearings in this case, and
- B. Any Court documents and papers pertaining to this case.

I understand that all notices and court papers in this case will be sent to me only at the above address and that in the event of personal service of any court documents is necessary that they will first be attempted to be served at the above listed address unless and until I notify the court of my new address. I also understand that if I change my permanent mailing address, I must notify the Clerk of Court of my new address in writing by completion of another form similar to this form at the following address within one week of the change of address and with a copy being furnished to all parties:

Clerk of the County Court in and for
Santa Rosa County, Florida
County Civil /Evictions Division
6865 Caroline Street
Milton, FL 32570

I have read this document and understand that it is my responsibility to keep the Court informed of any change in my current address. I understand that copies of any court documents and notice of all future hearings which are mailed to my current address set forth herein will constitute proper notice and service, and the Court may proceed on all matters noticed to the above address even if I do not appear for said hearing.

(Signature)

(Date)

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

PLAINTIFF(S)

CASE NO: _____

VS

DEFENDANT(S)

MOTION FOR DEFAULT

Plaintiff(s), _____, moves for an entry of a default by the Clerk against the Defendant(s) _____ for failure to serve any paper on the undersigned or file any paper as required by law.

Dated this _____ day of _____, 20_____.

DONALD C. SPENCER
CLERK, CIRCUIT AND COUNTY COURTS
BY: _____
DEPUTY CLERK

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

PLAINTIFF(S)

CASE NO: _____

VS

DEFENDANT(S)

PLAINTIFF'S REQUEST FOR DISMISSAL OF EVICTION COMPLAINT

PLEASE ADVISE OUR OFFICE OF THE STATUS ON THE ABOVE CASE BY CHECKING ONE OF THE CATEGORIES LISTED BELOW AND MAIL THIS FORM BACK TO OUR OFFICE SO THAT WE CAN DISMISS THIS ACTION:

_____ THE TENANT HAS VACATED THE PREMISES AND I REQUEST THAT THIS ACTION BE DISMISSED.

_____ THE TENANT HAS PAID THE RENT ARREARAGE IN FULL AND I REQUEST THAT THIS ACTION BE DISMISSED.

DATE

PLAINTIFF(S), AGENT, OR ATTORNEY

PRINT NAME

MAIL TO:
DONALD C. SPENCER CLERK OF COURT
ATTN: LANDLORD/TENANT DIVISION
P.O. BOX 472
MILTON, FL 32572

FORM 1.997. INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET

Plaintiff must file this cover sheet with the first document filed in the action or proceeding (except small claims cases, probate, or family cases). Domestic and juvenile cases should be accompanied by a completed Florida Family Law Rules of Procedure Form 12.928, Cover Sheet for Family Court Cases. Failure to file a civil cover sheet in any civil case other than those excepted above may result in sanctions.

I. Case Style. Enter the name of the court, the appropriate case number assigned at the time of filing of the original complaint or petition, the name of the judge assigned (if applicable), and the name (last, first, middle initial) of plaintiff(s) and defendant(s).

II. Amount of Claim. Enter 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 and is not considered dispositive of the claim.

III. Type of Case. Place an “X” on the appropriate line. If the cause fits more than one type of case, select the most definitive. If the most definitive label is a subcategory (indented under a broader category label), place an “X” on the category and subcategory lines. Definitions of the cases are provided below in the order they appear on the form.

Circuit Civil

(A) Condominium—all civil lawsuits pursuant to Chapter 718, Florida Statutes, in which a condominium association is a party.

(B) Contracts and indebtedness—all contract actions relating to promissory notes and other debts, including those arising from the sale of goods, but excluding contract disputes involving condominium associations.

(C) Eminent domain—all matters relating to the taking of private property for public use, including inverse condemnation by state agencies, political subdivisions, or public service corporations.

(D) Auto negligence—all matters arising out of a party’s allegedly negligent operation of a motor vehicle.

(E) Negligence—other—all actions sounding in negligence, including statutory claims for relief on account of death or injury, that are not included in other main categories.

(F) Business governance—all matters relating to the management, administration, or control of a company.

(G) Business torts—all matters relating to liability for economic loss allegedly caused by interference with economic or business relationships.

(H) Environmental/Toxic tort—all matters relating to claims that violations of environmental regulatory provisions or exposure to a chemical caused injury or disease.

(I) Third party indemnification—all matters relating to liability transferred to a third party in a financial relationship.

(J) Construction defect—all civil lawsuits in which damage or injury was allegedly caused by defects in the construction of a structure.

(K) Mass tort—all matters relating to a civil action involving numerous plaintiffs against one or more defendants.

(L) Negligent security—all matters involving injury to a person or property allegedly resulting from insufficient security.

(M) Nursing home negligence—all matters involving injury to a nursing home resident resulting from negligence of nursing home staff or facilities.

(N) Premises liability—commercial—all matters involving injury to a person or property allegedly resulting from a defect on the premises of a commercial property.

(O) Premises liability—residential—all matters involving injury to a person or property allegedly resulting from a defect on the premises of a residential property.

(P) Products liability—all matters involving injury to a person or property allegedly resulting from the manufacture or sale of a defective product or from a failure to warn.

(Q) Real property/Mortgage foreclosure—all matters relating to the possession, title, or boundaries of real property. All matters involving foreclosures or sales of real property, including foreclosures associated with condominium associations or condominium units. (The amount of claim specified in Section II. of the form determines the filing fee pursuant to section 28.241, Florida Statutes.)

(R) Commercial foreclosure—all matters relating to the termination of a business owner's interest in commercial property by a lender to gain title or force a sale to satisfy the unpaid debt secured by the property.

(S) Homestead residential foreclosure—all matters relating to the termination of a residential property owner's interest by a lender to gain title or force a sale to satisfy the unpaid debt secured by the property where the property has been granted a homestead exemption.

(T) Nonhomestead residential foreclosure—all matters relating to the termination of a residential property owner's interest by a lender to gain title or force a sale to satisfy the unpaid debt secured by the property where the property has not been granted a homestead exemption.

(U) Other real property actions—all matters relating to land, land improvements, or property rights not involving commercial or residential foreclosure.

(V) Professional malpractice—all professional malpractice lawsuits.

(W) Malpractice—business—all matters relating to a business's or business person's failure to exercise the degree of care and skill that someone in the same line of work would use under similar circumstances.

(X) Malpractice—medical—all matters relating to a doctor's failure to exercise the degree of care and skill that a physician or surgeon of the same medical specialty would use under similar circumstances.

(Y) Malpractice—other professional—all matters relating to negligence of those other than medical or business professionals.

(Z) Other—all civil matters not included in other categories.

(AA) Antitrust/Trade regulation—all matters relating to unfair methods of competition or unfair or deceptive business acts or practices.

(AB) Business transactions—all matters relating to actions that affect financial or economic interests.

(AC) Constitutional challenge—statute or ordinance—a challenge to a statute or ordinance, citing a violation of the Florida Constitution.

(AD) Constitutional challenge—proposed amendment—a challenge to a legislatively initiated proposed constitutional amendment, but excluding challenges to a citizen-initiated proposed constitutional amendment because the Florida Supreme Court has direct jurisdiction of such challenges.

(AE) Corporate trusts—all matters relating to the business activities of financial services companies or banks acting in a fiduciary capacity for investors.

(AF) Discrimination—employment or other—all matters relating to discrimination, including employment, sex, race, age, handicap, harassment, retaliation, or wages.

(AG) Insurance claims—all matters relating to claims filed with an insurance company.

(AH) Intellectual property—all matters relating to intangible rights protecting commercially valuable products of the human intellect.

(AI) Libel/Slander—all matters relating to written, visual, oral, or aural defamation of character.

(AJ) Shareholder derivative action—all matters relating to actions by a corporation's shareholders to protect and benefit all shareholders against corporate management for improper management.

(AK) Securities litigation—all matters relating to the financial interest or instruments of a company or corporation.

(AL) Trade secrets—all matters relating to a formula, process, device, or other business information that is kept confidential to maintain an advantage over competitors.

(AM) Trust litigation—all civil matters involving guardianships, estates, or trusts and not appropriately filed in probate proceedings.

County Civil

(AN) Civil – all matters involving claims ranging from \$8,001 through \$30,000 in damages, exclusive of interest, costs, and attorney fees.

(AO) Replevins—all lawsuits pursuant to Chapter 78, Florida Statutes, involving claims up to \$30,000.

(AP) Evictions—all matters involving the recovery of possession of leased land or rental property by process of law.

(AQ) Other civil (non-monetary)—includes all other non-monetary county civil matters that were not described in other county civil categories.

IV. Remedies Sought. Place an “X” on the appropriate line. If more than one remedy is sought in the complaint or petition, check all that apply.

V. Number of Causes of Action. If the complaint or petition alleges more than one cause of action, note the number and the name of the cause of action.

VI. Class Action. Place an “X” on the appropriate line.

VII. Related Cases. Place an “X” on the appropriate line.

VIII. Is Jury Trial Demanded In Complaint? Check the appropriate line to indicate whether a jury trial is being demanded in the complaint.

ATTORNEY OR PARTY SIGNATURE. Sign the civil cover sheet. Print legibly the name of the person signing the civil cover sheet. Attorneys must include a Florida Bar number. Insert the date the civil cover sheet is signed. Signature is a certification that the filer has provided accurate information on the civil cover sheet, **and has read and complied with the requirements of Florida Rule of Judicial Administration 2.425.**

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

Plaintiff _____ Santa Rosa Circuit Court Case # _____
_____ Judge _____

vs.
Defendant _____

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. \$ _____

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
- Replevins
- Evictions
- Other civil (non-monetary)

IV. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Nonmonetary 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 _____ Fla. Bar # _____
Attorney or party (Bar # if attorney)

(type or print name) Date