



BRICKELL BAY CLUB
CONDOMINIUM ASSOCIATION, INC.

APPLICATION FOR LEASE

The Association has **30 days** to process this application. After all documents have been submitted for process, we will contact you to schedule an interview. Reservation of the elevator is upon approval. Moves may be scheduled Monday thru Friday 9 a.m. to 4:00 p.m. Moving on Saturday or Sunday is prohibited. Association driveways are limited to a load of 32,000 pounds. We will prohibit all large moving trucks from entering the premises. Be sure to inform your moving company that they must come in a truck that meets our weight limit.

Incomplete applications will not be accepted.

Attached are the lease documents which must be completely filled out and returned to the Management Office.

The non-refundable application transfer fee is \$100.00. The minimum rental period is six (6) months. The non-refundable elevator fee is \$100.00.

The following paperwork is necessary and must be submitted with your application package:

1. Copy of executed lease.
2. Letter of employment stating length of employment and proof of income. If self-employed, letter from accountant stating length of employment and proof of income.
3. Letter from bank verifying current account.
4. Two (2) letters of references (references from relatives are not acceptable)

Unit: _____ Date Application Received: _____

Name of Realtor Handling Lease: _____ Phone _____

Name of proposed Lessee (as Lease will appear):

Other Persons who will occupy the unit with you:

NAME

RELATIONSHIP

_____	_____
_____	_____
_____	_____
_____	_____

Email Address: _____

I agree to be governed by the determination of the Board of Directors.

Applicant Signature

Applicant Signature

Printed Name

Printed Name

Date

Date

INSTRUCTIONS:

- 1. All applicants are processed as separate investigations
- 2. Print legibly or type all information. Account and telephone numbers and complete addresses are required
- 3. If any question is not answered or left blank, this application may be returned, not processed or not approved
- 4. Missing information will cause delays in processing your application
- 5. Any misrepresentation, falsification or omission of information may result in your disqualification

APPLICATION FOR OCCUPANCY/APPROVAL

PRINT OR TYPE (USE BLANK INK)

Lease _____ (How Long)

Unit _____ Address of Unit: 2333 Brickell Avenue, Miami, Florida 33129

Date _____ Desired date of occupancy _____

Name _____ Date of Birth _____ Soc. Sec No. _____

Spouse _____ Date of Birth _____ Soc. Sec No. _____

____ Sngl. ____ Married ____ Window(er) ____ Sep. ____ Div ____ Maiden Name _____

Number of people who will occupy. Adults (over age 18) _____ Children (over 18) _____ Children (under 18) _____

Names & ages of children who will occupy _____

PETS ARE NOT PERMITTED IN LEASED APARTMENTS

In case of an emergency notify _____

PRINT OR TYPE (USE BLANK INK)

RESIDENCE HISTORY

A. Present Address _____ Phone _____

Name of Apt/Condo _____ Phone _____

Dates of Residency _____

Name of Landlord or Mortgage Co. _____ Phone _____

Address _____ Mtg. No. _____

B. Previous Address _____ Apt No. _____

Name of Apt/Condo _____ Phone _____

Dates of Residency _____

Name of Landlord or Mortgage Co. _____ Phone _____

Address _____ Mtg. No. _____

C. Prior Address _____ Apt. No. _____

Name of Apt/Condo _____ Phone _____

Dates of Residency _____

Name of Landlord or Mortgage Co. _____ Phone _____

Address _____ Mtg. No. _____

PRINT OR TYPE (USE BLANK INK)

EMPLOYMENT & BANK REFERENCES

D. Employed By (Business Name _____ Phone _____

How Long _____ Dept. or Position _____ Mthly Income _____

Address _____

E. Spouse Employed By (Business Name _____ Phone _____

How Long _____ Dept. or Position _____ Mthly Income _____

Address _____

Applicant's Signature _____

Applicant's Name Printed _____

Applicant's Signature _____

Applicant's Name Printed _____

Date _____

Date _____

APPLICANTS(S): Most banks, financial institutions, mortgage companies and employees require your signature and name printed.

AUTHORIZATION TO RELEASE BANKING, CREDIT, RESIDENCE, CRIMINAL BACKGROUND AND EMPLOYMENT AUTHORIZATION.

I have named you as a reference on my application for residency.

You are hereby authorized to release and give to the below mentioned party(s) or their Attorney or Representative, any and all information they request concerning my banking, credit, residence and employment in reference with my/our application made for residency.

DESIGNATED PARTY: AMERI CHECK USA

I hereby waive any privileges I may have with respect to the said information in reference to its release to the aforesaid party(s).

Photocopies of this Authorization may be made to facilitate multiple inquiries. In the event you do receive a photocopy of this Authorization, it should be treated as an original and the requested information should be released to facilitate my/our application for residency.

Applicant's Signature

Applicant's Name Printed

Applicant' Signature

Applicant's Name Printed

Date

Date

**BRICKELL BAY CLUB CONDOMINIUM ASSOCIATION, INC.
LEASE ADDENDUM**

This Addendum to Lease made by and between: _____, ("Lessor") and _____, ("Lessee") and Brickell Bay Club Condominium Association, Inc. ("Association"), with regard to Unit _____, within Brickell Bay Club, owned by Lessor.

Execution of this Lease Addendum is a required condition of rental of a unit, pursuant to the authority of the Association to reject a proposed Lessee as set forth in Article 26 of the Declaration of Condominium of Brickell Bay Club ("Declaration").

The Lessor and Lessee hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto.

The parties agree as follows:

1. **USE:** The Lessee (which term shall at all times in this Addendum include all proposed occupants of the Unit) will use the premises only for single family, residential purposes by Lessee and his family members as set forth below. The Unit and the Condominium Property shall be used in accordance with the Declaration, By-Laws of the Association and its Rules and Regulations, as amended from time to time ("Condominium Documents"), receipt of which Lessee acknowledges. Lessee further agrees to comply with all laws, ordinances and regulations of any governmental entity having jurisdiction over the property in which the Unit is located. Lessee agrees not to make, or permit to be made, any disturbances, noise or annoyances of any kind which interferes with the rights of anyone else residing in the Condominium or which interferes with the operation of the Condominium.

No person may occupy the Unit on either a temporary or permanent basis other than the following approved occupants:

_____	_____
_____	_____
_____	_____

Occupancy of the Unit by anybody else shall require prior written approval by the Association, subject to the same requirements as may be required for the approval of leases generally.

Lessor and Lessee acknowledge and agree that no animal may be kept in a Unit under lease at any time, whether on a temporary or permanent basis (including animals brought onto the premises by a guest or invitee), whether owned by Lessee or by any other person. Without limiting the Associations rights as elsewhere set forth herein, the violation of this provision shall subject the Lessees to **immediate eviction** by the Association. Acknowledging applicable law, any person who has been approved to lease a Unit and who requires a reasonable accommodation from this restriction based on a disability must advise the Association in advance of the occupancy of a Unit and provide supporting documentation to establish the existence of a disability and the need for an animal as an accommodation. If granted, no animal allowed as an accommodation may cause or create any unreasonable noise or nuisance.

Initial _____

2. **RELATIONSHIP:** Lessee acknowledges that the relationship created by the Lease is primarily one between the Lessee and the Lessor, the Unit Owner. In that regard, any concerns or complaints with respect to the Unit or the Condominium Property should be addressed directly with the Lessor, and not the Association. Furthermore, Lessee acknowledges that there shall be no right to participate in the activities or affairs of the Association, whether through attending meetings of the board or membership, or otherwise and that any effort to participate in, or interfere with, those activities is prohibited. Lessee is prohibited from directing or instructing any employees of the Association or Management. All requests for services shall be directed to Lessor, who shall be responsible for communicating with the Association or Management, except in cases of an emergency. Lessor shall be laible for any charges by the Associationb incurred by or on behalf of, and not paid by, Lessee.

3. **RIGHT TO RECEIVE RENTAL INCOME:** In the event Lessor is delinquent in Lessor's obligation to pay to Association any regular or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to notify Lessor and Lessee of any such delinquency, which notification shall be in writing (directed to Lessee at the Unit address), and the Lessee shall be required to pay rental installments due under the Lease (but no higher than the amount due each month) or a portion thereof sufficient to pay said delinquent maintenance assessments, directly to the Association, for any rental installments due ten (10) days after notice of same is provided to the Lessee. This obligation will cease upon full satisfaction of the financial obligations of the Lessor to the Association and the Association will notify Lessee in writing.

Initials:

As the ability to receive rental income in case of a delinquency is an inducement to approve the Lease, it is understood that rent shall be paid by Lessee to Lessor on a regular, periodic, basis throughout the lease term. Payment of advance rent shall not be allowed. If Lessee pays rent in advance to Lessor, and should a delinquency arise, Lessee shall nonetheless be obligated to pay fair market rent to the Association in the event of a delinquency and notification thereof under this paragraph.

4. LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY: The Association (which shall include its officers, directors, agents and employees) shall not be liable to Lessor, or to Lessee, or Lessee's family, agents, guests, invitees, employees or servants for damage to persons or property caused by other residents or other persons. Lessee recognizes that Association does not warrant the security of the property, and is not responsible for safety of Lessee, other unit occupants, nor their property. Lessor and Lessee jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to person or property arising from Lessee's use of the premises, or from any activity or work permitted to be suffered by Lessee in or about the premises. Association shall not be liable for personal injury, or damages to lessee's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that the negligence or misconduct of the Association is the sole cause of any such injury or damage. Lessee agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Lessee or other person upon the premises.

Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner: (i) be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is an intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder; (ii) create any obligation or liability on the part of the Association to the Lessor or Lessee (including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association's approval of the Lessee pursuant to the Declaration, such approval being solely for the benefit of the Association), or (iii) create any rights or privileges of the Lessee under the Lease, this Addendum, or the Governing Documents as to the Association.

5. DEFAULT/ENFORCEMENT: If the Lessee fails to comply with any of the provisions of the Condominium Documents, or fails to comply with any duties imposed by him by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Lessor or Association specifying the noncompliance and indicating the intention of the Association or Lessor to terminate the Rental Agreement by reason thereof, Association or Lessor may terminate the Rental Agreement. Association and/or Lessor shall have no obligation to allow Lessee to cure such violations if such noncompliance is of a nature that Lessee should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes, as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Lessor of a similar violation. In such instances, Association or Lessor may deliver a written notice to Lessee specifying the noncompliance and the Association's or Lessor's intent to terminate the Lease Agreement by reason thereof. In the case of the failure of Lessee to pay rental installments to the Association pursuant to paragraph 2 hereof, Lessee shall only be entitled to a three (3) day notice pursuant to Section 83.56(3), Florida Statutes. Association may either seek relief in a court of competent jurisdiction for the eviction of the Lessee or seek an injunction for the removal of the Lessee, with or without joining the Lessor.

7. COSTS AND ATTORNEY'S FEES: If either the Lessor or the Lessee fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Condominium Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorney's fees of that action, at the arbitration, trial or appellate levels.

8. ACCESS / PEST CONTROL : The Association and/or its authorized agent(s) shall have the irrevocable right to have access to the Unit as may be necessary to ascertain compliance herewith and/or for inspection, maintenance, repair or replacement of an common elements accessible there from or from making emergency repairs necessary to prevent damage to common elements or other units. In the event repairs are to portions of the property which are not the Association's responsibility, Lessor and Lessee shall be responsible for all charges arising there from. Without limiting the foregoing, the Association's authorized pest control service provider shall have the right to access the Unit to provide pest control services and the agreement to indemnify and hold Association harmless from and against any claims for damages to person or property apply to such service and, further, the Association shall not be liable for claims resulting from loss or theft of personal property.

9. MISCELLANEOUS:

A. Binding Effect:

The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. Waiver:

The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. Modification:

This Lease Addendum may only be modified by an instrument signed by Lessor, Lessee and Association.

D. Captions:

The captions contained in this Lease Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. Gender:

All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. Governing Law/Venue:

This Addendum is governed by the laws of Florida. Venue for any action shall be in Miami-Dade County.

G. Anti-Discrimination Policy:

Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.

H. Lease Renewal/Extension:

Lessor and Lessee understand and agree that this Lease Addendum shall apply to any lease renewal as well. Lessor and Lessee also understand and agree that the Association shall have the right to approve any lease renewal or extension. If Lessor/Lessee fail to obtain approval in advance for any renewal or extension of the Lease beyond the approved term ending on _____, the Association, at its option, shall have the authority to deactivate and/or terminate all entry devices and/or other means for Lessee to access the Condominium and/or Unit.

LESSOR

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

LESSEE

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

**BRICKELL BAY CLUB CONDOMINIUM
ASSOCIATION, INC.**

By: _____
Printed Name _____
Date: _____

Initials:

BRICKELL BAY CLUB CONDOMINIUM ASSOCIATION

NAME: _____ OWNER _____ OR RENTER _____
UNIT # _____ PARKING SPACE# _____ PARKING SPACE # _____ PARKING SPACE # _____

CAR INFORMATION

MAKE: _____ MODEL: _____ YEAR: _____
COLOR: _____ TAG: _____

MAKE: _____ MODEL: _____ YEAR: _____
COLOR: _____ TAG: _____

MAKE: _____ MODEL: _____ YEAR: _____
COLOR: _____ TAG: _____

TRANSPONDER # _____ DATE RECEIVED: _____

TRANSPONDER # _____ DATE RECEIVED: _____

TRANSPONDER # _____ DATE RECEIVED: _____

E-MAIL ADDRESS _____

TELEPHONE

HOME PHONE: _____

CELL NO. _____

WORK NO. _____

OTHER _____

SIGNATURE OF OWNER/RENTER _____

For office use only

Approved