



Lease Checklist

- ☐ Forms Completed by Owner AND Tenant
- ☐ Copy of Executed Lease by both Owner AND Tenant
- ☐ \$750 Association Refundable Deposit by Tenant
(45 Day return time, post written request, at Move Out)
- ☐ \$130 Screening Fee for Single or Married Tenant (\$100 additional for each person on lease)
- ☐ \$200 Move In & Out Impact Fee
- ☐ \$100 Pet Registration Fee

Sales Checklist

- ☐ Forms Completed by Seller AND Buyer
- ☐ Copy of Fully Executed Sales Contract by both Seller AND Buyer
- ☐ \$120 Background Screening Fee (\$20 required for Transponder)
- ☐ \$200 Move In & Out Impact Fee
- ☐ Executed Warranty Deed & HUD
(New owner responsibility to provide HUD to update Association records new owner info)

Received By: _____ Date: _____



SALES & LEASE PACKET

Must be presented in Person

***Fully completed & signed application will only be accepted ***

**** All pages must be signed, initial whether applicable or not applicable ****



Need Storage?

**Here at 1060 Brickell we understand that
condo living can be quite cramped. We are
pleased to offer solutions for your storage
needs. The building currently has storage
spaces available for rent starting at
\$40/per month. Spaces range in size from
3x3x9-12x12, to find out more please visit
the Management Office!**

1060 BRICKELL, A CONDOMINIUM

LEASE CHECKLIST

Unit # _____

Received

Name of
SELLER/Landlord

Name of
BUYER/Tenant:

Affidavit of Applicant (to be completed by the Owner)

Confidential Residential Information Sheet (to be completed by the Tenant)

Copy of Lease Agreement & Amendment

Term of Rental: From: _____ To: _____

=====

Move in/Out and Delivery Policy

NOTE:

For copies of the Rules and Regulations refer to Association's Condo Documents.

*****Realtor's Contact Information and Business Card attached:**

Orientation for the TENANTS:

Date: _____ Time: _____

REALTOR'S AND LANDLORD'S RESPONSIBILITY TO ACCEPT APPLICATION:

The completion of this package is your responsibility. Every form in this package must be completed, signed, and initialed applicable or non applicable. All information required by the Association must be provided at time of presenting application.

Please present the completed package with monies due to Management Office as soon as possible.

1060 BRICKELL, A CONDOMINIUM
APPLICATION TO SELL OR LEASE
(PLEASE COMPLETE FULLY AND ACCURATELY)

Application to: (circle one) **Sell** **Lease** **UNIT #** _____

To: Board of Directors

I/We agree to provide to the purchaser a copy of 1060 Brickell, A Condominium Association, Inc, Declaration, By-Laws, Articles of Incorporation and Rules & Regulations prior to the occupancy of the unit by the purchaser or lessee.

I/We will be bound by the Declaration of Condominium, By-Laws, Articles of Incorporation and the Rules & Regulations of the Condominium Association.

THE ASSOCIATION AND ITS AGENT, IN THE EVENT IT CONSENTS TO A LEASE, IS HEREBY AUTHORIZED TO ACT AS OUR AGENT WITH FULL POWER AND AUTHORITY TO TAKE SUCH ACTION AS MAY BE REQUIRED, IF NECESSARY, TO COMPEL COMPLIANCE BY OUR LESSEE(S) AND/OR THEIR GUESTS, WITH PROVISION OF THE DECLARATION OF CONDOMINIUM OF 1060 BRICKELL CONDO., ITS SUPPORTIVE EXHIBITS, THE CONDOMINIUM ACT, AND RULES AND REGULATIONS OF THE ASSOCIATION, OR IN THE INSTANCE OF VIOLATION OF ANY OF THE ABOVE BY THE LESSEE(S) AND/OR THEIR GUEST, UNDER APPROPRIATE CIRCUMSTANCE, TO TERMINATE THE LEASEHOLD. IF THIS APPLICATION IS FOR A LEASE, THE LESSOR AGREES TO REIMBURSE THE ASSOCIATION FOR ANY ATTORNEY'S FEES AND COSTS INCURRED AS LESSOR'S AGENT IN SUCH ENFORCEMENT OR LEASE TERMINATION.

In order for you to facilitate consideration of my/our Application for the sale/lease of the above designated unit, I/We have caused the proposed purchaser/lessee to complete the attached Application by Proposed Purchaser of Lessee. I/We am/are aware that any falsification or misrepresentation of the facts in the attached application will result in the automatic rejection of the Application to Sell or Lease. I/We consent that you may have further inquiries concerning this application, particularly of the references given below.

I/We have attached hereto a Copy of the Purchase Contract or other documents which truly and accurately sets forth the terms of the offer that I/We wish to accept.

I/We agree Owner/Lessee shall not move in unless pre-registered with the Association upon approval.

Dated this _____ of _____, 20____
_____.

Signed: _____ Signed: _____

**1060 BRICKELL CONDOMINIUM ASSOCIATION,
INC. ADDENDUM TO LEASE**

THIS ADDENDUM made this _____ day of 2011 is attached to and all
Forms on integral part of the lease to which it is attached. dated _____ for a term
commencing _____ and expiring _____ (hereinafter referred to as the "lease") Between

(hereinafter referred to as "Owner" or
"Lessor") and _____ (hereinafter referred to as "Lessee") for Unit
of 1060 Brickell Condominium located at 1060 Brickell Avenue Blvd., Miami, FL 33131 (hereinafter
referred to as the "Unit"). In the event this Addendum conflicts with, varies or modifies the terms and
provisions of said Lease, then in such event the terms and provisions of this Addendum shall control and
govern the rights and obligations of the parties.

I WITNEETH:

WHEREAS, Lessor is the Owner of the Unit and wishes to lease said Unit to Lessee; and

WHEREAS, Execution of this Lease Addendum is a required condition of rental of a unit; and

WHEREAS, The Lessor and Lessee hereto expressly agree that the Lease Agreement dated

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.

NOW, THEREFORE, in consideration of the terms set forth herein and other good and valuable
consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as
follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. All capitalized terms set forth in this Addendum shall have the meaning as set forth in the
Declaration unless the context otherwise provides.
3. Lessee shall abide by and comply with the provisions of the Association's Declaration, By-
Laws, Articles of Incorporation, Rules and Regulations, and shall comply with all laws,
ordinances, regulations and administrative rules applicable to the Unit including, but not
limited to Chapter 718, Florida Statutes, (the "Condominium Act"). By executing this
Addendum, the Lessee acknowledges receipt of the Governing Documents from the
Lessor and acknowledges review of same.
4. In the event Lessor is delinquent in Lessor's obligation to pay to Association any regular or
special assessments, or any installment thereof, or any other monetary obligation, the
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.

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.

5. In the event the Lessee fails to pay delinquent assessments and costs and fees incidental thereto, the Lessee shall be deemed in default under the Lease and subject to eviction proceedings as described in this Addendum, in addition to all other remedies the Association may have. The collection of rental payments from the Lessee shall not be deemed an election of remedies, and the Association may still proceed to collect delinquent assessments in accordance with the Governing Documents and the Condominium Act including but not limited to the filing of a claim of lien, foreclosure, and personal money actions.
6. 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. Lessee shall not be entitled to occupy the Unit prior to receipt of written approval from the Board of Directors. In the event the Lessee should occupy the Unit prior to receipt of written approval, Lessee's application to lease the Unit shall be deemed automatically withdrawn.
8. The Unit shall be possessed, occupied and utilized solely for the purpose of a private single family residential dwelling and for no other purpose. Lessee warrants and represents that the only occupants of the Unit will be the following individuals:

9. The Association and/or its authorized agent(s) shall have the irrevocable right to have access to the Unit as may be necessary for inspection, maintenance repair or replacement of any Common Elements accessible therefrom, or for making emergency repairs necessary to prevent damages to the Common Elements or other units.
10. The Lessee shall not assign the Lease, nor sublet or permit the Unit or any part thereof to be used by others without the prior written approval of the Association.

11. The Lessee agrees not to keep anything in the Unit which will increase the insurance rates of the Association or interfere with the rights of other residents of the Association by creating unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance, immoral or illegal act in the Unit or on the Common Elements, or the Limited Common Elements.
12. Without limiting the Lessee's obligation to comply with all provisions of the Governing Documents, the Lessee specifically acknowledges that pursuant to Section 18 of the Declaration, the Lessee may have either one domestic dog, which when fully grown shall NOT exceed the weight of 25 pounds, or two domesticated cats or two domesticated dogs, which, when fully grown will not exceed a combined weight of 50 pounds.
13. There shall be no extensions or renewals of the Lease without the prior written approval of the Association.
14. Lessee and Lessor specifically acknowledge that as of the expiration date of the term of the Lease, unless the appropriate approval has been obtained for an extension or renewal of the Lease, the Lessee shall have no access or use rights in the Association's property, including, but not limited to, all Common Elements and amenities except as an invited guest. In connection with the termination of the Lessee's use rights as specified above, Lessee and Lessor specifically acknowledge that the Association shall have the authority to deactivate and/or terminate all entry devices and/or other means for the Lessee to access the Condominium and/or the Unit as of the expiration date of the term of the Lease.
15. The Association 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.

16. 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, which approval shall not be unreasonably withheld, and which shall be based solely upon compliance with the

provisions of the Lease, this Lease Addendum and the governing documents of the condominium during the prior lease term. If Lessor/Lessee fail to obtain approval 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.

17. A security deposit is being paid to the Association in the amount of \$750.00. The parties acknowledge that this Addendum shall serve as notice that the Security Deposit is held at:

Name of Depository: _____
Address of Depository: _____

and no interest is paid on any security deposit all of which is disclosed pursuant to Section 83.49(2), Florida Statutes and that the parties have received a copy of Section 83.49(3), Florida Statutes, attached hereto as an Exhibit A.

18. Lessee and Lessor acknowledge that there are commercial units, including but not limited to, restaurants, below on the ground floor of the Condominium which are open air establishments and not protected by a roof whereby any projectile or object falling or being thrown off the balcony can and may cause personal injury or property damage. Lessee and Lessor hereby agree not only to indemnify and hold Association harmless as provided elsewhere herein, but also to indemnify and hold harmless the commercial unit owners and establishments below if any damages or injury are caused to said establishment or their patrons by the Lessee or his guests.
19. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.
20. The partial or complete invalidity of any one or more provisions of this Addendum, or any other instrument required to be executed by Lessee in connection with the leasing of the Unit shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.
21. 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.
22. This Addendum is governed by the laws of Florida. Venue for any action shall be in Miami-Dade County.
23. 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.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year first above written.

Signed. sealed and delivered in the presence of:

OWNER(S)/LESSOR(S):

LESSEE(S):

Receipt of this Lease Addendum is acknowledged by 1060 Brickell Condominium Association, Inc.

this _____ day of _____, 201 ____.

1060 BRICKELL CONDOMINIUM ASSOCIATION, INC.

By: _____

Title: _____

ACTIVE:

EXHIBIT "A"

Section 83.49(3), Florida Statutes

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s.83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to _____ (landlord's address).

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

CONFIDENTIAL RESIDENT INFORMATION SHEET

Date: _____

Unit Number: _____

Resident's Name: _____

List all adult occupants:

Name

Relationship

Children Names and Ages:

Name

Age

Pet(s): _____

1060 Brickell, Condominium Home Phone #: _____

Alternate Phone # _____

Business Telephone: _____

Business Fax: _____

Email Address: _____

Emergency Contact Name: _____

Phone #: _____

Relationship: _____

Are you or anyone in your household in need of special medical attention or have restricted mobility, which would require additional assistance in the event of an emergency?

YES

☐

NO

☐

If yes, please explain special needs (i.e. oxygen, wheelchair, blind, hearing impaired, etc.):

1060 BRICKELL, A CONDOMINIUM

VEHICLE REGISTRATION FORM

Unit Owner Name: _____

Unit #: _____

Only 1 Vehicle Allowed per Assigned Space

Make: _____

Model: _____

Year: _____

Color: _____

Tag # _____

State: _____

Space Assignment: _____

Garage Access/TAG _____

DECAL # _____

Motorcycle/Scoter * See Mgt for Specific Parking Location*

Make: _____

Model: _____

Year: _____

Color: _____

Tag # _____

State: _____

DECAL # _____

Garage Access/TAG _____

***All residents are responsible for obtaining their REQUIRED vehicle decal from Management, after Association Approval has been issued to the new resident.**

By initialing this item, you hereby agree to obtain said decal from Management and affix it to the driver side, lower corner, and exterior of the windshield, as required by the Association Documents and Policies on move-in date. Initials (____)

The Association/Management are not responsible for damage or theft of property inside the parking garage (_____)

Note:

***Vehicles must be parked in their assigned space only.
All unregistered vehicles are subject to booting and
illegally parked vehicles are subject to be towed at the
Owner's expense without notification.***

**1060 BRICKELL, A CONDOMINIUM
PET REGISTRATION FORM**

Resident: _____

Unit #: _____

Type of Pet (circle one): DOG, CAT, FISH, OTHER (household - type) BIRDS

Pet's Name: _____ Pet's Age: _____

Pet's Weight: _____ Pet's License/Tag Number: _____

Breed (Be specific - give complete description, color, etc:

Please attach photo of pet here

=====

I have read/review the 1060 BRICKELL, A CONDOMINIUM Rules, Regulations and Restrictions regarding pets on the property and agree to abide by them.

Unit-Owner's Signature _____ Date: _____

*NO pets are allowed to relieve themselves on ANY of the limited and common areas of association property inside or outside that include exterior perimeters other than the assigned dog park area for the Association. **Such actions constitute a violation and carry a \$100 fine.** The alternatives for residents with a pet are; the park across on SE 1 Ave and/or Brickell Avenue sidewalk ways, however NEVER on association property and/or interior/exterior perimeters (such as the cobblestones of the rotunda, columns, curbside, planters, railings, steps, walls, garage, doors, elevators, corners, walkways, and/or the rocks next to the walkway wall) as courtesy to be urine and feces free in sight and scent for all who visits, lives, works and play at 1060 Brickell.*

PLEASE RETURN FORM WITH PHOTO AND REGISTRATION TO THE MANAGEMENT OFFICE

NOTE: Tenants may have either one domesticated dog, which when fully grown shall NOT exceed the weight of 25 pounds, or two domesticated cats or two domesticated dogs, which, when fully grown will not exceed a combined weight of 50 pounds. (PLEASE REFER TO SECTION 18 OF THE DECLARATION IN THE CONDOMINIUM DOCUMENTS FOR MORE DETAILS). Tenants will also be responsible to register any pets with the buildings Management office.

1060 BRICKELL, A CONDOMINIUM MOVE IN/MOVE OUT AND DELIVERY POLICY

No move-ins/move outs or deliveries will be allowed through the Main Lobby. All move-ins/move outs will be processed through the service elevator. You must notify your moving company of this and verify that they have adequate transportation to move construction materials and furnishing from the receiving area to the service elevator. The dimensions of the loading dock entrance are height-14' x width -24' There may be limitations to the size of furnishing and construction material transported on the service elevator. Please contact the management office **prior** to delivery for the specific dimensions of the service elevator.

Move-In/Move-Out

A move is defined as furniture, appliances or boxes taken to a Unit that requires three or more trips on an elevator utilized exclusively for a specific Unit in any 24-hour period.

- All moves require a minimum fourteen (14) day reservation of the elevator. Moving and deliveries shall only be allowed between the hours of 8:00am-5:00pm. Monday through Friday (holidays excluded). Moving and deliveries shall not be permitted at all on Saturdays or Sundays. Movers must be out of the building by 5 p.m.
- A receiving clerk is retained to expedite the move, as well as monitor its progress and report any damages to common areas that may occur.
- A Certificate of Insurance from the Moving Company listing the Association and the Unit Owner, as additional insured, must be submitted prior to the date of the move. The Association requires General Liability coverage in the minimum amount of ***Five Hundred Thousand Dollars (\$500,000.00)***, Comprehensive Auto Liability insurance in the minimum amount of ***Five Hundred Thousand Dollars (\$500,000.00)*** combined single limits and Workers Compensation Insurance as required by State Law.
- Immediate notice to the Association is required if there is any delay in the start or completion of the move that will prevent the completion of the move on time or in a timely fashion.

Deliveries

Deliveries are defined as furniture, appliances or construction materials taken to a unit that can be transported in two or less trips on an elevator utilized exclusively for a specific Unit in any 24-hour period. *Residents may make deliveries of small items purchased during the course of normal, everyday shopping, such as groceries, small appliances, televisions, stereos, etc... as long as exclusive use of the elevator is not required for the delivery and the delivery does not interfere with the day to day activities of the Association's Unit owners and residents.*

All Deliveries from vendors must be scheduled with the Association and performed during normal delivery hours as stated below.

- All deliveries require a minimum 24-hour notice and reservation of the elevator. Deliveries can be made only between 9 a.m. and 5:00 p.m., Monday through Friday (holidays excluded).
- A Certificate of Insurance from the Delivery Company listing the Association and the Unit Owner, as additional insured, must be submitted prior to the date of the move. The Association requires General Liability coverage in the minimum amount of ***Five Hundred Thousand Dollars (\$500,000.00)***, Comprehensive Auto Liability insurance in the minimum amount of ***Five Hundred Thousand Dollars (\$500,000.00)*** combined single limits and Workers Compensation Insurance as required by State Law.
- Immediate notice to the Association is required if there is any problem with the delivery or it has been rescheduled.

Acknowledgement by Unit Owner:

I acknowledge receipt of the "Move-in/Move-out and Delivery Procedures" and understand that as Unit Owner/Lessee, I am liable for the expense of fines, damages, repairs and other related expenses, etc. due to negligence of my agents or employees. I hereby agree to comply with all of the above requirements and to cause my moving and delivery personnel to comply with these requirements.

Unit # _____ Date _____
Print Unit Owner/Lessee Name _____ Unit Owner/Lessee Signature(s) _____

1060 BRICKELL, A CONDOMINIUM

UNIT ACCESS AUTHORIZATION GUESTS and CONTRACTOR

I, _____, hereby authorize the following person(s) to enter Unit No.: _____, effective _____ (date).

This authorization is valid until: _____ (date).

(PLEASE PRINT NAME AND/OR COMPANY CLEARLY)

NAME / COMPANY

DESCRIPTION (friend/family/contractor)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

INSTRUCTIONS:

Owners or authorized tenants, may access the property at will using fobs at designated entry points. The residents must authorize all other visitors to the property. You may authorize entry at any time over the telephone while in residence. **If you wish to authorize access to your unit during an absence from the property, use this form to designate such authorization.** Once the management office has this authorization, access will be given to the above listed parties until further notice. **Residents must make all arrangements for unit accesses with their guests (i.e. provide keys, fobs, etc.)**

Contractors or service personnel are NOT allowed to use Proxy Keys; residents are responsible to provide them **ONLY** with the **UNIT KEYS**.

The undersigned acknowledges and agrees to fully indemnify and hold harmless you and all of your officers, directors, members, employees and agents (including, without limitation, your management and security companies and their officers, directors and employees) for and from any and all misconduct or negligence of the person(s) named above, whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all attorney fees and court costs regardless of whether suit is brought or any appeal is taken there from).

Owner/ Lessee: _____ TELEPHONE #: _____

THE CONTINENTAL GROUP, INC.
INDEMNIFICATION AND RELEASE FORM

WHEREAS, the undersigned Unit Owner(s) or Tenant(s) in Unit No. _____ of _____ located at _____ (street address) is/are desirous of having Continental Group, Inc. ("TCG") its authorized agent, perform the following service on my/our behalf and not on behalf of the Association: (Circle if appropriate)

1. Use of key to my/our unit, which Association has to allow access to me/us, or my/our guests or tenants if locked out.
2. Accept UPS, Federal Express or similar deliveries at front desk.

WHEREAS, to protect the Association, FSR. Their officers, directors, partners, parent company, members, agents and employees (hereinafter Association Parties) from any claims, damages, demands, suits, judgments, actions, causes of actions, debts, sums of money, accounts, claims and demands arising out of, or related to, the services performed hereunder on behalf of the undersigned unit Owner(s) or Tenants(s), I/We agree to indemnify and hold harmless the Association Parties from any such actions, demands, suits etc., and

WHEREAS, the Association and FSR. Are not willing to provide the above referenced services to the undersigned unit Owner(s)/Tenant(s) without the benefit of this Indemnification and Release form.

NOW THEREFORE, for Ten (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Association Parties and the undersigned, it is hereby agreed that the undersigned Unit Owner(s) or Tenant(s) hereby agrees/agree to hold harmless and indemnify the Association Parties from any claim, demands, suits, etc., including, but not limited to reasonable attorney's fees and costs whether pre-litigation, or at the trial or appellate levels, if applicable, against it or them , by any party, resulting from or related to the performance or the above services for the undersigned and the undersigned hereby releases said Association Parties and will not assert any claims against such Association Parties for services performed hereunder. This indemnification and hold harmless shall apply even in those situations where the claims may result directly or indirectly, in whole or in part from the negligence of the Association Parties. The Association and/or FSR shall have the right to limit or condition performance of the above-referenced services as either of said parties may reasonably determine from time to time in the exercise of its sole discretion.

Witness:

Unit Owner(s)/Tenant(s)

Date: _____



Background Application

UNIT NO _____

MONTHLY RENT _____

OCCUPANCY _____ TERM DATE _____

START DATE: _____

- applications unless married. If parties are married with separate last names, the applicants must submit copy of marital certificate.)

APPLICATION FOR RESIDENCY

APPLICANT'S NAME _____ DATE OF BIRTH _____ S.S.NO. _____

MARITAL STATUS _____ DRIVERS LICENSE NO _____ STATE _____

SPOUSE'S NAME _____ DATE OF BIRTH _____ S.S.NO. _____

OTHER OCCUPANTS _____ **PHONE** _____

:

NAME _____ AGE _____ ; RELATIONSHIP _____

N'AME _____ AGE _____ RELATIONSHIP _____

RESIDENT HISTORY

PRESENT ADDRESS _____

STATE _____ " . ZIP _____

PRESENT LAND LORD'S NAME: _____

PHONE, _____

MONTHLY PAYMENT \$. _____ REASON FOR MOVING, _____

PREVIOUS ADDRESS, _____ STATE, _____ ZIP _____

PREVIOUS LANDLORD'S NAME, _____ PHONE, _____ FROM/TO, _____ ;

MONTHLY PAYMENTS \$. _____ REASON FOR MOVING _____

HAVE YOU EVER BEEN EVICTED FROM ANY LEASED PREMISES? ---IF YES, EXPLAIN

_____.

EMPLOYMENT

PRESENT EMPLOYER, _____ POSITION, _____ ; _____

BUSINESS ADDRESS _____ PHONE, _____

EMPLOYED SINCE, _____ TOTAL ANNUAL SALARY. POSITION: _____ SUPERVISOR' _____

SPOUSE'S EMPLOYER _____ , SUPERVISOR, _____

Background Application

BANK

CHECKING ACCOUNT NO _____

BANK NAME AND BRANCH

SAVINGS ACCOUNT NO _____ **BANK NAME AND BRANCH:** _____**VEHICLE**

YEAR & MAKE _____ LICENCE NO & STATE _____ REGISTERED TO _____

Applicant has submitted the sum of \$ _____ which is non-refundable payment for a credit and background check by Global Background Analysis, Inc of the application. Such sum is not a rental payment or security deposit Management to cover the cost of processing the application will retain this amount

It is understood and agreed between the parties that in the event this application for said apartment is rejected then the said sum so received, shall NOT be returned to applicant It is further understood & agreed between the parties that in the event that said application is approved and accepted and applicant refuses to enter into a lease agreement for the period of time as called for in applicants application then the sum so received herein shall be retained

APPLICANT HAS DEPOSITED THE SUM OF \$ _____

APPLICANT'S SIGNATURE _____ DATE _____ / _____ / _____

SPOUSE'S SIGNATURE _____ DATE _____ / _____ / _____

Approved by: _____

"BY 1060 BRICKELL CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS"

Date _____

New Resident, Utility and Appliance Service Contact Information:

Utilities:

- Direct Plus (for Direct TV Service Connection, basic TV package included):
1-800-897-9773.
*For their internet option, Dial 1 after dialing the 1-800 # above.
- AT&T: Phone, DSL, and U-verse: (305)-969-2064 or web at: www.att.com
- Florida Power and Light: Miami-Dade: (305)-442-8770 or web @ www.fpl.com
- Webpass (Internet only, 100mbps speeds) 1-800-Webpass or web @ www.webpass.net

Appliances:

*Note: All warranties on Appliances are expired as of October, 2010. There was a 5 year warranty on Trane A/C, compressors only, which expired on 1/7/2013.

- Flamingo Appliance: For Washer / Dryer units and Refrigerators: (305) 378-1495 •

Kenco: For all Bosch Kitchen Appliances: (305) 558-9220

- Trane Air Conditioning Air Handlers: Contact the Management office for recommendations.
** 6 month service MUST be performed regularly on all air handlers, whether by unit Owner or Tenant. Air filters should be changed every 30 days and are available in the Management office for purchase.*

Association Services:

- Unit Keys or rekey of locks on unit doors, A/C closet doors and Mailboxes can only be performed by the Association's Maintenance department, as the keys and locks are copyrighted. Spare copies or new lock cylinders may only be performed for Tenants when written authorization is obtained from the Unit Owner. Rekey = \$40 (comes with 2 keys), Extra key = \$10
- Access Cards, FOB and Transponders: One access card and One FOB (key small key chain device) are the maximum amount allowed per resident and must be registered to each person residing at 1060 Brickell. Transponders are required for all new residents and only one will be given for the resident's vehicle (included in the \$140 screening Fee). They can all also be purchased in Management.
- Additional vehicle parking spaces: There is one space assigned to each unit (there are only very few units with multiple). If you require an additional space, the Association offers a Valet Only option for \$160 / Month. Valet resident tags can be obtained at the valet podium. Handicap spaces are offered, provided, the unit owner releases the current space assignment back to the association for the life of the lease or expiration of Handicap Placard.
**Residents are never allowed to park in valet. Valet is a service for guests of residents and those residents utilizing the additional, monthly space pass.*

The Management office can be contacted at 305-379-7305 during regular business hours.