



AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT RENT UPON DELINQUENCY IN MAINTENANCE PAYMENTS

WHEREAS, _____ (herein "Owner"), is the record owner(s) of the property located at _____, _____ Florida _____ (herein the "Unit") in the Latitude on the River Condominium (herein the "Condominium"), as described in the Declaration of Condominium of Latitude on the River, A Condominium (herein "Declaration"), as recorded in the Public Records of Miami-Dade County, at Official Records Book 25803 at Page 992; and

WHEREAS, Latitude on the River Condominium, Inc. (herein "Association") is the entity charged with the operation and management of the Community; and

WHEREAS, Owner desires to lease the Unit to _____ (herein "Lessee(s)") pursuant to a lease submitted herewith; and

WHEREAS, the parties desire the approval of the Association for this lease, pursuant to Article 17 of the Declaration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

1. Upon the execution and delivery of this Authorization Agreement, and the submission of any other documentation required by the Association, assuming the satisfactory result of the standard background investigation of Lessee(s), the Association shall provide the necessary approval for the lease.

2. If, at any time during the pendency or term of the lease, Owner(s) becomes delinquent thirty (30) days or more in the payment of assessments to Association, Owner(s) and Lessee(s) agree that Association shall have the power, right and authority to demand lease payments directly from the Lessee(s) and deduct such past-due assessments, costs and attorney fees, if any, as may be delinquent. Further, Owner(s) and Lessee(s) agree that Lessee(s) will pay the full rental payment due, to the Association, upon written demand. Owner(s) expressly absolves Lessee(s) from any liability to Owner(s) for unpaid rent under the Lease Agreement if such payment is made directly to Association upon demand from Association. If any funds remain after deduction of amounts owed, the Association shall apply the remaining funds to the account of the Unit Owner as a credit against future assessments.

3. Should Lessee(s) fail to comply with the written demand of the Association by forwarding the next rent payment due (and all future rent payments due until instructed otherwise, in writing, by the Association) to the Association, the Association is hereby granted the authority to obtain a termination of the tenancy, in the name of Owner(s), through eviction proceedings as set forth in Chapter 83, Florida Statutes, or to seek injunctive relief or specific performance under this contract. Such relief shall be cumulative, and shall not be a waiver of any right of the Association to pursue the Unit



Owner for non-payment of assessments.

4. Owner(s) and Lessee(s) further agree that, if any legal action becomes necessary to enforce the terms of this Authorization Agreement, the Association shall be entitled to recover reasonable attorney's fees and costs, including appeals, from Owner(s). Any such costs shall be deemed to be a special assessment against the unit and collectable in the same manner as any special assessment, pursuant to the Declaration.

5. Association shall not be liable to Owner, or to the 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 the safety of Lessee, other unit occupants, nor their property. Owner(s) and Lessee(s) 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 permitted to be undertaken 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 Association has been negligent in the maintenance of the common elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Lessee(s) agree to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Lessee(s) or other person upon the premises.

6. Owner(s) and Lessee(s) understand and agree that this Authorization Agreement shall apply to any renewal, extension or modification of the Lease or any continued occupancy of the Unit, even if no written Lease remains in effect.

Agreed to this _____ day of _____, 20_____.

**LATITUDE ON THE RIVER
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation:**

LESSEE(S):

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____

LESSOR(S):

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____