

RESIDENTIAL LEASE APPLICATION

OCCUPANCY REGISTRATION & ASSOCIATION APPROVAL

Submission of an application does not itself constitute Association approval.

Management reviews a complete application package, required supporting documents, screening authorizations and applicable fees.

I. APPLICATION & UNIT INFORMATION

RESIDENCE NUMBER

DATE SUBMITTED

UNIT OWNER NAME(S)

UNIT OWNER TELEPHONE

UNIT OWNER EMAIL

REALTOR / LEASING AGENT

AGENT PHONE / EMAIL

BROKERAGE / COMPANY

II. PROPOSED LEASE INFORMATION

LEASE START DATE

LEASE END DATE

TOTAL LEASE TERM

MONTHLY RENT

LEASE TYPE

FURNISHED / UNFURNISHED

☐ New ☐ Renewal ☐ Extension

☐ Furnished ☐ Unfurnished

TOTAL ADULT OCCUPANTS

TOTAL MINOR OCCUPANTS

III. PRIMARY APPLICANT

FULL LEGAL NAME

PHONE

EMAIL

CURRENT RESIDENTIAL ADDRESS

CITY / STATE / ZIP

LENGTH AT CURRENT ADDRESS

CURRENT LANDLORD / HOUSING CONTACT

HOUSING STATUS

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IV. CO-APPLICANT / ADDITIONAL ADULT OCCUPANTS

ADULT 1 FULL LEGAL NAME

ADULT 1 PHONE / EMAIL

ADULT 2 FULL LEGAL NAME

ADULT 2 PHONE / EMAIL

Each adult applicant / occupant must complete the Brown's authorization on Page 3. Additional Brown's forms may be used when needed.

V. EMPLOYMENT & FINANCIAL QUALIFICATION

PRIMARY APPLICANT

EMPLOYER / INCOME SOURCE

JOB STATUS / EMPLOYMENT TYPE

OCCUPATION / POSITION

GROSS MONTHLY INCOME / SALARY

EMPLOYER TELEPHONE

LENGTH OF EMPLOYMENT

CO-APPLICANT / ADDITIONAL ADULT

EMPLOYER / INCOME SOURCE

JOB STATUS / EMPLOYMENT TYPE

OCCUPATION / POSITION

GROSS MONTHLY INCOME / SALARY

EMPLOYER TELEPHONE

LENGTH OF EMPLOYMENT

GROSS MONTHLY HOUSEHOLD INCOME

UNENCUMBERED LIQUID ASSETS (IF RELIED UPON)

FINANCIAL QUALIFICATION & DOCUMENTATION

A credit score of 700 or higher satisfies the credit component of review. Applicants below 700, or without a conventional U.S. credit file, are evaluated under applicable alternative qualification criteria and are not denied on credit score alone. Monthly rent shall not exceed 30% of verified gross monthly household income unless the applicant qualifies through approved alternative criteria. Submit three recent bank statements and three recent pay statements or other reasonable proof of income; applicants relying on assets may submit verified liquid assets or other documented financial resources.

ALTERNATIVE QUALIFICATION - SOURCE / EXPLANATION

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BROWN'S BACKGROUND CHECKS

CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER

1400 Biscayne Condominium, Inc.

I understand that you may obtain consumer reports that relate to my credit and/or criminal history. This information will, in whole or in part, be obtained from AISS, a Sterling Infosystems Company, 6111 Oak Tree Blvd, 4th floor, Independence, OH 44131, telephone 800.853.3228. I understand that you may be requesting information from various federal, state and other agencies or institutions, which maintain public and non-public records concerning my past activities relating to my credit and/or criminal history. This information will be reviewed by the Association and may be reviewed by a unit owner if it's a rental.

I authorize, without reservation, any party, institution, or agency contacted by AISS to furnish the above mentioned information:

APPLICANT NAME

DATE OF BIRTH*

SOCIAL SECURITY NUMBER

**Date of Birth is requested in order to obtain accurate retrieval of records.*

IF INTERNATIONAL - PASSPORT NUMBER

CO-APPLICANT NAME

DATE OF BIRTH

SOCIAL SECURITY NUMBER

IF INTERNATIONAL - PASSPORT NUMBER

ALIAS / PREVIOUS NAME(S)

CURRENT PHYSICAL ADDRESS

CITY & STATE

ZIP CODE

☐ California, Minnesota & Oklahoma Applicants Only: Please check here to have a copy of your consumer report sent directly to you.

NOTICE TO CALIFORNIA APPLICANTS

Under Section 1786.22 of the California Civil Code, you have the right to request from AISS, upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you, which AISS has previously furnished within the two-year period preceding your request. You may view the file maintained on you by AISS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

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VI. OCCUPANTS UNDER AGE 18

MINOR 1 NAME AGE / DOB / RELATIONSHIP

MINOR 2 NAME AGE / DOB / RELATIONSHIP

MINOR 3 NAME AGE / DOB / RELATIONSHIP

VII. VEHICLES, PARKING & ACCESS

VEHICLE 1 MAKE / MODEL / YEAR COLOR / PLATE / STATE

VEHICLE 2 MAKE / MODEL / YEAR COLOR / PLATE / STATE

PARKING SPACE / ASSIGNMENT MADE AVAILABLE BY OWNER OWNER CONFIRMATION

Vehicle registration does not create or guarantee a parking right. Resident credentials are issued only to registered occupants, may not be transferred to guests or unauthorized persons, and are deactivated at lease expiration.

VIII. PETS, ANIMAL RESTRICTIONS & ACCOMMODATION REQUESTS

ORDINARY PET NAME TYPE / SPECIES

BREED AGE / WEIGHT

COLOR / DESCRIPTION VACCINATION / REGISTRATION STATUS

- Tenants and occupants are subject to the Association animal rules. Ordinary pets must be registered with Management before occupancy.
- Domesticated dogs, cats and fish may be permitted subject to governing documents and adopted rules. Pot-bellied pigs, reptiles, rodents, livestock and poultry are prohibited; other animals require prior written Association approval.
- Pets may not create a nuisance or disturbance and must be under control when outside the Residence. Dogs and cats must be leashed or carried as required by adopted rules.
- Service animals, assistance animals and disability-related accommodation requests are handled separately and confidentially as required by law.

IX. EMERGENCY CONTACT

EMERGENCY CONTACT NAME RELATIONSHIP

TELEPHONE EMAIL

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X. REQUIRED DOCUMENTS & FEES

☐ Completed application signed by Unit Owner and each adult applicant

☐ Fully executed written lease

☐ Executed Association Residential Lease Addendum

☐ Government-issued photo ID for each adult occupant

☐ Evidence of identity for minor occupants, if requested

☐ Brown's Background Checks authorization for each adult applicant

☐ Three recent bank statements for each financially screened applicant

☐ Three recent pay statements or other reasonable proof of income

☐ Alternative financial documentation, if relied upon

☐ Vehicle information, if applicable

☐ Pet registration / vaccination records, if applicable

☐ Emergency contact information

☐ HO-6 / equivalent evidence, if required by current adopted standards

APPLICATION / TRANSFER FEE

\$150 non-refundable application / transfer fee per applicant. A married couple is treated as one applicant for fee purposes.

XI. LEASE & OCCUPANCY CONDITIONS

- Association approval is required before occupancy. Management reviews the application after the complete package, screening authorizations and applicable fees are received.
- The proposed lease must cover the entire Residence. A room, bedroom or other portion of the Residence may not be separately rented.
- Each lease must be in writing, must be for at least one (1) month, and the Residence may not be leased more than twelve (12) times per year.
- The Unit Owner must be current in Association Assessments and have no outstanding fine at commencement of the lease.
- The lease and occupancy remain subject to the governing documents, Residential Lease Addendum and duly adopted rules. Resident access credentials are only for registered occupants and may not be transferred for independent guest access.
- Move-in and move-out remain subject to current Association scheduling, service-elevator, insurance and operational requirements.

APPLICANT INITIALS

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XII. UNIT OWNER CERTIFICATION & AUTHORIZATION

- ☐ I certify that the submitted written lease is complete and accurately states the proposed term, rent and intended occupants.
- ☐ I certify that the entire Residence is being leased and that no room or other portion is being separately rented.
- ☐ I certify that my Association account is current and that I have no outstanding fine as required at commencement of the lease.
- ☐ I understand that the Association Residential Lease Addendum must be incorporated into and executed with the lease.
- ☐ I authorize Management to communicate with the applicant(s) and listed leasing agent as reasonably necessary to administer the approval and occupancy-registration process.

UNIT OWNER NAME

DATE

UNIT OWNER SIGNATURE

XIII. APPLICANT / OCCUPANT ACKNOWLEDGMENT

- ☐ I certify that the information and documents I submitted are true and complete to the best of my knowledge.
- ☐ I understand that submission does not itself constitute approval or authorize occupancy.
- ☐ I understand that occupancy is subject to the governing documents, Association Residential Lease Addendum and duly adopted rules and regulations.
- ☐ I acknowledge that each adult applicant must complete Brown's required consumer-report authorization on Page 3.
- ☐ I agree to comply with applicable access, security, parking, amenity, move-in, conduct and operational rules.
- ☐ I understand that resident credentials are for registered occupants, are not transferable, and must be returned or deactivated at move-out.

PRIMARY APPLICANT NAME

DATE

PRIMARY APPLICANT SIGNATURE

CO-APPLICANT / ADULT OCCUPANT NAME

DATE

CO-APPLICANT / ADULT OCCUPANT SIGNATURE

XIV. CONFIDENTIALITY & PRIVACY NOTICE

Applications, screening reports, income documentation and records containing personal identifying information are maintained separately from general Association records and should be transmitted only through the secure method designated by Management.

**1400 BISCAYNE CONDOMINIUM ASSOCIATION, INC.
RESIDENTIAL LEASE ADDENDUM**

This Addendum is attached to and forms part of the lease dated _____ (the Lease) between _____ (the Unit Owner) and _____ (the Tenant) for Residence No. _____ at 1400 Biscayne Condominium, Casa Bella Residences, 1400 Biscayne Boulevard, Miami, Florida (the Residence). Capitalized terms not defined here have the meanings given in the Declaration of Condominium.

This Addendum is required under the leasing article of the Declaration, which authorizes the Association to require that all leases include a standard addendum on the Association's form containing the terms set out in that article. It restates and implements existing obligations. It does not amend the Governing Documents and does not create any obligation beyond those the Governing Documents already impose.

1. Governing Documents

- 1.1 The Tenant's full compliance with the Declaration of Condominium, the Articles of Incorporation, the By-Laws, the Master Declaration and all rules and regulations adopted from time to time by 1400 Biscayne Condominium Association, Inc. (the Association) and by 1400 Biscayne Master Association, Inc. (the Master Association), collectively the Governing Documents, is a material condition of the Lease.
- 1.2 The Tenant acknowledges receipt of the current rules and regulations and of the Residential Leasing Standards, and agrees that amendments adopted during the term bind the Tenant when adopted.
- 1.3 In the event of conflict between the Lease and this Addendum, this Addendum controls. In the event of conflict between this Addendum and the Governing Documents, the Governing Documents control.

2. Term, Frequency and Scope

- 2.1 The term of the Lease is not less than one (1) month, and the Residence is not leased more than twelve (12) times per year.
- 2.2 The entire Residence is leased. No room or portion of the Residence may be separately rented, and no occupancy may be granted to any person not identified in Section 3.
- 2.3 The Lease may not be assigned, and the Residence may not be sublet, without the prior written approval of the Association.
- 2.4 Neither the Unit Owner nor the Tenant shall list, advertise or offer the Residence, or any portion of it, through any general solicitation, broker, agent, internet service or application, or home share service, including VRBO, HomeAway and Airbnb, for any term shorter than one (1) month.

3. Approval and Registered Occupants

- 3.1 Occupancy may not commence before the Association issues written approval of the Lease.
- 3.2 The registered occupants of the Residence are limited to the persons listed below. No other person may occupy the Residence other than as a bona fide guest under the Association's guest rules.

- 3.3 Any change in occupancy during the term requires prior written notice and approval by the Association.

4. Use Rights and Amenities

- 4.1 During the term, the Tenant holds the use rights in the Association Property, Condominium Property, Common Elements and Common Areas otherwise available to the Unit Owner, and the Unit Owner does not hold those rights except as a guest, unless waived below.
- 4.2 Waiver by Tenant. The Tenant waives the following use rights in favor of the Unit Owner for the term: _____ . If no waiver is stated, no rights are waived.
- 4.3 Amenity use by the Tenant and the Tenant's guests is subject to the Association's and the Master Association's amenity, guest and pool rules, and to any suspension imposed under Section 718.303, Florida Statutes.

5. Access Credentials

- 5.1 Key fobs, transponders and other credentials are issued only to registered occupants, remain the property of the Association, and may not be transferred, duplicated or provided to any other person for independent building access.
- 5.2 All credentials shall be returned to Management on expiration or earlier termination of the Lease, and will be deactivated on that date. A replacement charge, as set by the Association, applies to credentials not returned.

6. Security Deposit Held by the Association

- 6.1 Where the Association has resolved to require a deposit, and as permitted by the Declaration and Section 718.112(2)(k), Florida Statutes, the Tenant, or the Unit Owner on the Tenant's behalf, shall place in escrow with the Association the sum of \$_____, which shall not exceed the equivalent of one (1) month's rent. Where no deposit is then required, this Section 6 does not apply.
- 6.2 The deposit may be applied only to repair damage to the Common Elements and Association Property resulting from the acts or omissions of the Tenant, as determined by the Association. Damage to the Common Areas of the Master Association is not within the scope of this deposit and is recovered from the Unit Owner under Section 7.4.
- 6.3 Payment of interest, claims against the deposit, refunds and disputes regarding disposition are handled in the same manner as provided in Part II of Chapter 83, Florida Statutes.
- 6.4 This deposit is separate from, and in addition to, any security deposit held by the Unit Owner as landlord, and is separate from the transfer fee.

7. Unit Owner Obligations

- 7.1 The Unit Owner shall remain current in Assessments and free of outstanding fines throughout the term.
- 7.2 The Unit Owner shall maintain HO-6 or equivalent coverage satisfying the Declaration throughout the term and shall furnish evidence on request.
- 7.3 The Unit Owner shall maintain with the Association a current mailing address, electronic mail address and telephone number, and the name and contact details of any agent authorized to act for the Unit Owner.
- 7.4 The Unit Owner is jointly and severally liable with the Tenant for any amount required to repair damage to the Common Elements, Common Areas and Association Property arising from the acts or omissions of

the Tenant, occupants or guests, and for any claim for injury or damage to property caused by the Tenant's negligence. Such amounts may be levied as a Charge against the Residence.

8. Association Remedies

- 8.1 On default by the Tenant in observing any provision of the Governing Documents, the Association may terminate the Lease, restrict the Tenant's use of the Common Elements and Common Areas, and pursue eviction, in each case at the expense of the Unit Owner.
- 8.2 The Unit Owner appoints the Association as the Unit Owner's agent, coupled with an interest, to give notices, terminate the Lease and prosecute an eviction in the Unit Owner's name if the Unit Owner fails to act within ten (10) days after written demand by the Association. Association counsel to confirm the form of this appointment.
- 8.3 The Lease is subordinate to any lien of the Association, whether recorded before or after the Lease.
- 8.4 If the Unit Owner becomes delinquent, the Association may make written demand on the Tenant under Section 718.116(11), Florida Statutes, and the Tenant shall pay rent to the Association until the delinquency is satisfied. Payment to the Association discharges the Tenant's rent obligation to the Unit Owner to the extent paid.
- 8.5 Violations are subject to fines and suspension of use rights under Section 718.303, Florida Statutes, and the Association's adopted procedures.

9. Animals, Vehicles and Move-In

- 9.1 Animals are subject to the Governing Documents and adopted rules, and ordinary pets must be registered before occupancy. Requests concerning service animals and emotional support animals are evaluated under Section 760.27, Florida Statutes, and applicable federal law.
- 9.2 Vehicles must be registered with Management. Registration does not create or assign a parking right. A Tenant may use a parking space only where the Unit Owner has confirmed in writing that the space appurtenant or assigned to the Residence is available to the Tenant for the term.
- 9.3 All moves are subject to the Association's Move-In and Move-Out Policy, including scheduling, elevator reservation and insurance requirements.

10. Notices, Records and Miscellaneous

- 10.1 Notices to the Tenant may be delivered to the Residence or transmitted to the electronic mail address given on the lease application. Notices to the Unit Owner are given as provided in the Governing Documents.
- 10.2 Application materials, screening reports and financial documentation are maintained confidentially and are not accessible to Unit Owners under Section 718.111(12)(c), Florida Statutes.
- 10.3 This Addendum is deemed included in the Lease whether or not executed, as provided in the Declaration, and survives any renewal, extension or modification of the Lease.

Acknowledged and agreed:

Unit Owner: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Approved for the Association: _____ Date: _____