



100 ANDALUSIA



ANDALUSIA CONDOMINIUM ASSOCIATION
100 ANDALUSIA AVENUE
CORAL GABLES, FL 33134
305-442-2347 (O)
305-442-6098 (F)

Application Procedure For Leasing

- The leasing of units is subject to prior written approval of the Association.
- The application fee of \$150 is required to be submitted with the application. Checks or money orders are to be payable to *Andalusia Condominium Association*.
- The Association requires a security deposit equal to one month's rent be paid to the *Andalusia Condominium Association*. The security deposit will be held in an escrow account and can be used to cover any damages to the Association caused by the lessee. Once the lessee moves out, the security deposit, minus any charges for damages, will be refunded.
- No lease can be for a period of less than 6 months and no unit may be leased more than one (1) time, including any renewals, in any calendar year (to be determined by review of the commencement dates of the applicable lease and / or renewal (i.e. no more than one (1) lease, including renewals, of a unit may commence in the same calendar year)).
- Lessees are not permitted to have pets and all leases shall contain a "No Pets" clause.
- A copy of the executed lease must be submitted with the application package.
- Once approved, the lessee(s) must interview with the property manager and / or the Board of Directors.
- There is a \$100 fee to move furniture in and out of the building, payable to *Andalusia Condominium Association*.

Community Association Screenings
PO Box 161798, Miami, FL 33116-1798

Non-Refundable Screening Fee: \$ _____

Check or Money Order payable to:

ANDALUSIA CONDOMINIUM ASSOCIATION

Date: _____

Name(s) of Applicant(s)

Address/Unit Number

THIS IS TO INFORM YOU OF OUR PROCEDURE TO HANDLE APPLICATIONS FOR LEASE APPROVALS SO THAT YOU CAN PLAN ACCORDINGLY. Please sign and return this form with your application.

1. Processing an application **takes time**.
2. Your **credit history** is checked through a credit reporting company.
3. Your **references** are checked by telephone.
4. **If required**, a Police Report may be obtained.
5. We forward your application **to be approved** by the Board of Directors who is solely responsible for the period of time they take to approve it.

Screening your application takes some time and follow-up is vital. Sometimes we must telephone several times to the people you list as references; not everyone is available during working hours. That is why we ask you for their home and office telephones. We pride ourselves in being one of the fastest screening organizations in the industry. The above information should give you an understanding why applications cannot be "pushed".

Thank you for your cooperation and understanding.

Applicant: _____

LEASE APPLICATION

APPLICATION FOR LEASE

- This application and the attached Application for Occupancy must be completed in detail by proposed Lessee.
- Please attach a copy of the proposed lease to this application.
- Usually, no unit may be leased for less than one (1) year. Please consult your condominium documents for specific information.
- Processing of this application will begin after all required forms have been completed, signed and in the Management's office.
- Occupancy prior to final approval is prohibited.

Date: _____ Lease Term: From _____ To _____

Lessor's Name: _____ Unit No. _____

Lessor's Address (NOT of the unit to be leased): _____

City: _____ State: _____ Zip: _____ Telephone: _____

LESSEE (S) INFORMATION

NAME (S) of Proposed Lessee (s) (as will appear on Lease)

a) _____ b) _____

NAME, AGE AND RELATIONSHIP of ALL proposed occupants of the unit:

NAME	AGE	RELATIONSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. I hereby agree for myself and on behalf of all persons who may use the unit which I seek to Lease:
 - a) I will abide by all the restrictions contained in the By-Laws, Rules and Regulations, and the restrictions which are or may be in the future imposed by the Board of Directors of **ANDALUSIA CONDOMINIUM ASSOCIATION**, hereinafter referred to as "the Condominium Association".
 - b) I understand that sub-leasing or occupancy of this unit in my absence is not permitted.
 - c) I shall be present when guests, visitors, relatives or children who are not permanent residents occupy the unit.
 - d) I understand that any violation of these terms, provisions, conditions and covenants of the Association documents provide cause for immediate action as therein provided or termination of the leasehold under appropriate circumstances.
2. I understand that the acceptance of Lease of a unit at the Condominium Association, is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. **Occupancy prior to approval is prohibited.**
3. I understand that the Board of Directors of the Condominium Association, may cause to be instituted such an investigation of my background as the Board may deem necessary. I specifically authorize the Board of Directors or Community Association Screenings, as Agent, to make such an investigation and agree that the information contained in this and the attached application may be used in such investigation, and that the Board of Directors of the Condominium Association itself or Community Association Screenings, as Agent, shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board.

In making the foregoing application, I am aware that the decision of the Board of Directors of the Condominium Association will be final and that no reason will be given for any action taken by the Board. I agree to be governed by the determination of the Board.

Applicant _____ Co-Applicant: _____

APPLICATION FOR APPROVAL

Applicant: _____
(Last) (First) (Middle)

Co-Applicant: _____
(Last) (First) (Middle)

Present address (NOT the address you are moving to): _____
(Street)

(City) (State) (Zip) (Home telephone)

Who do you pay rent to or who do you
pay your mortgage payments to?:

(Name) (Telephone)

Social Security No. _____
(Applicant) (Co-Applicant)

Date of Birth: _____
(Applicant) (Co-Applicant)

Children: _____ Pets: _____
(How many and ages) (Description and approximate weight)

Total Number of people to occupy premises: _____

Is Co-Applicant spouse? ☐ Yes ☐ No. If not, specify relationship: _____

In case of Emergency, notify: _____ Telephone: _____

Vehicle 1, type and color: _____ Tag Number: _____

Vehicle 2, type and color: _____ Tag Number: _____

EMPLOYMENT INFORMATION:

(Applicant's Employer) (Employer's address)

(Position) (Date of Employment) (Employer's telephone)

(Co-Applicant's Employer) (Employer's address)

(Position) (Date of Employment) (Employer's telephone)

NAME, ADDRESS & PHONE OF RELATIVE: _____

BANK REFERENCE:

(Name) _____

(Location) _____

(Type of Account) _____

(Account Number) _____

(Telephone) _____

(Date opened) _____

CHARACTER REFERENCES OTHER THAN RELATIVES:

1. (Name) _____ (Home telephone) _____ (Office/work telephone) _____
2. (Name) _____ (Home telephone) _____ (Office/work telephone) _____

Approval is hereby granted to **Andalusia Condominium Association**, (hereinafter referred to as the "Condominium Association") or *Community Association Screenings*, as Agent, to investigate all information supplied on this application and a full disclosure of pertinent facts may be made to the Condominium Association, who is also authorized to obtain a credit rating through a credit reporting agency.

Signature of Applicant _____

Signature of Co-Applicant _____

Association Name: **Andalusia Condominium Association**

Property Address: _____

Application for Unit # _____ Date _____

**AUTHORIZATION FOR RELEASE
OF BANKING, RESIDENCE, EMPLOYMENT,
CREDIT AND POLICE INFORMATION**

I/we _____
hereby authorize the release of information to the Credit Agency and their Attorneys or Representatives, and Community Association Screenings, as Agents, concerning my banking, credit, residence, employment or police records in reference to this application for housing with the **Andalusia Condominium Association**, hereinafter referred to as "the Condominium Association".

I/we understand that the Board of Directors of the Condominium Association may cause to be instituted such an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors of the Condominium Association, or Community Association Screenings, as Agent, to make such investigation and agree that the information contained in the attached application may be used in such investigation.

Furthermore, I/we release the Board of Directors and Officers of the Condominium Association, Community Association Screenings, as Agent, (to include: employees; officers; directors; brokers; agents; and representatives of the foregoing) and all persons and firms providing or receiving information in this report, from any and all claims or liability which might arise from the release, transmission, assembly, interpretation of information, denial of application or other adverse action.

I/we are also authorizing the Management Agent/Company to furnish the Lessor with a copy of the Credit and Police Reports.

Signature of Applicant

Date

Signature of Co-Applicant

Date

**ANDALUSIA CONDOMINIUM ASSOCIATION, INC.'S
LEASE ADDENDUM**

This Addendum to Lease made by and between: _____
("Lessor") and _____
("Lessee") and Andalusia Condominium Association, Inc. ("Association"), with regard to Unit _____
within Andalusia Condominium Residences, 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 Section 17.8 of the Declaration of Condominium of Andalusia Condominium Residences ("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.

Occupancy of the Unit pursuant to the approval provided by the Association shall be limited to the following approved occupants:

Any 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.

2. **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

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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.

3. LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY: 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.

4. 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

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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.

5. **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.

6. **ACCESS.** 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 therefrom 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 therefrom.

7. **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.

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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, 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.

8. **SECURITY DEPOSIT:** A security deposit is being paid to the Association in the amount of \$ _____. 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.

WITNESSES:

Printed Name: _____

Printed Name: _____

Initials: _____

LESSOR

Printed Name: _____

Date: _____

Printed Name: _____

Date: _____

LESSEE

Printed Name: _____

Printed Name: _____

Date: _____

Printed Name: _____

Printed Name: _____

Date: _____

Andalusia Condominium Association, Inc.

Printed Name: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

(SEAL)

Initials:

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).

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