

THE TOWERS OF KEY BISCAYNE, INC.

1121 Crandon Boulevard, Key Biscayne, FL 33149

Phone: 305-361-9114/ Fax: 305-361-9331

DATE: _____

UNIT NO: _____

UPPER GARAGE SPACE NO (S): _____

LOWER GARAGE SPACE NO (S): _____

APPLICATION FOR LEASE

1. This application, the attached Application of Occupancy and the Authorization Form must be completed in detail by each proposed lessee, other than husband/wife or parent/dependent child (which is considered one applicant).
2. If any question is not answered or is left blank, the application will be returned, will NOT be processed and will NOT be approved.
3. **A COPY OF THE LEASE AGREEMENT MUST BE ATTACHED TO THE APPLICATION.**
4. The following checks are required for processing the application prior to the interview:
 - a. \$100.00 non-refundable Processing Fee.
 - b. \$25.00 non-refundable Rush Fee (**Interview within 5 business days, rush fee does not guarantee approval from the Association.**)
 - c. \$500.00 Common Area Damage Deposit (Refundable at the **end** of the lease term providing there is no damage to the property and all parking decals are returned.)
 - d. Please provide **picture identification** with all other documents required.
 - e. \$50.00 tax included for each required Pool Towel.
 - f. \$25.00 for a SMARTPASS for your car.

CASHIER'S CHECKS MUST BE GIVEN FOR ANY "RUSH" LEASE NEEDED.

Separate checks are to be made for each fee. All checks are to be made payable to: **THE TOWERS OF KEY BISCAYNE, INC.** Failure to submit all required checks at the time of application will cause your application to be returned and **NOT PROCESSED.**

5. Any damage by the lessee, their children, guests or visitors shall be deducted from the Common Area Damage Deposit. This deposit will be kept in a non-interest bearing account. To receive a refund of this damage deposit, you must request it in writing after the expiration date of the lease.
6. The completed applications and checks must be submitted to the Administration Office at least **25 business days prior to the desired date of occupancy.** Approval time varies pending on background screening results (**International screening results may take as much as 20 business days depending on the time the country agency takes to provide the information**)
7. **All applicants** must make themselves available for a personal interview prior to final approval. *Occupancy prior to the Association approval is prohibited.* Call the Administration Office at 305-361-9114 to schedule your interview at least 5 business days in advance. Certificates of Approval are issued **ONLY** after the interview is performed and takes a minimum of 10 business days to finalize.
8. No lease shall be for less than 90 days (3 months). There is no limit on the length of a lease, but it **must be renewed yearly and updated lease agreements provided to the Administration Office within 15 days of each renewal period.** No more than one lease per unit in a twelve-month period is permitted.
9. **NO PETS ALLOWED.**
10. Use of this unit is for single-family residence only. No corporation, company, partnership, or trust may lease an apartment.
11. The Administration Office will provide the lessee with a copy of the Condominium Rules and Regulations.
12. Occupancy regulations:

| | |
|----------------------|--------------------------|
| One Bedroom Unit: | no more than 2 occupants |
| Two Bedroom Units: | no more than 4 occupants |
| Three Bedroom Units: | no more than 6 occupants |
13. Moving of furniture in or out of a unit is not permitted on Saturdays, Sundays and/or Holidays. Hours for moving are from 9:00am to 4:30pm Monday through Friday. This deposit will be refunded if there is no damage to the property. You must notify the Management office no less than 48 hours prior to the move.

THANK YOU FOR CHOOSING THE TOWERS OF KEY BISCAYNE AS YOUR HOME.

THE TOWERS OF KEY BISCAYNE, INC.

1121 Crandon Boulevard, Key Biscayne, FL 33149

Phone: 305-361-9114/ Fax: 305-361-9331

APPLICATION FOR LEASE

PLEASE PRINT OR TYPE ALL INFORMATION

DATE: _____ **UNIT NUMBER:** _____ **LEASE TERM:** _____ **to** _____

Unit Owner Name: _____ Phone Number: _____

Unit Owner's Billing Address: _____

Name of Realtor Handling Lease: _____ Phone Number: _____

NAME OF PROPOSED LESSEE (as Lease will appear):

a. _____ **b.** _____ (spouse)

Phone Number: _____ E-mail: _____

OTHER PERSONS who will occupy the unit with you:

| <u>Name</u> | <u>Age</u> | <u>Relationship/Occupation</u> |
|-------------|------------|--------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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 of the restrictions contained in the By-Laws, Rules and Regulations, Condominium Documents, and restrictions, which are or may in the future be imposed by THE TOWERS OF KEY BISCAYNE CONDOMINIUM ASSOCIATION.
 - b. I understand that I must be present when any guests, relatives, visitors, or children who are not permanent residents occupy the apartment or use the recreational facilities.
 - c. I understand that any violation of the terms, provisions, conditions, and covenants of the TOWERS OF KEY BISCAYNE CONDOMINIUM ASSOCIATION documents provide cause for immediate actions as therein provided or termination of the leasehold under appropriate circumstances.
2. I have received a copy of the Condominium Rules and Regulations: Yes ___ No ___
3. I understand that I will be advised by the General Manager of either acceptance or denial of this application.
4. I understand that the acceptance for LEASE of a unit at THE TOWERS OF KEY BISCAYNE CONDOMINIUM is conditional upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of the information on these forms will result in the automatic rejection of this application. **Occupancy prior to the Board of Directors approval is prohibited.**
5. I understand that the Board of Directors of THE TOWERS OF KEY BISCAYNE CONDOMINIUM ASSOCIATION may cause to be instituted an investigation of my background, as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors and/or Management to make such 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, Officers and Management of THE TOWERS OF KEY BISCAYNE CONDOMINIUM ASSOCIATION itself 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 of Directors.
6. I understand that there is a restriction on pets and that I may not bring a pet, nor may any guest or visitor bring a pet into THE TOWERS OF KEY BISCAYNE CONDOMINIUM nor acquire one, either temporarily or permanently after occupancy.
7. I understand that in the event I am visited by guests/relatives, I must notify the office **NO LATER THAN 24 HOURS PRIOR TO THEIR ARRIVAL.**
8. We have read and signed the Addendum to Lease.

In making the foregoing application, I am aware that the decision of THE TOWERS OF KEY BISCAYNE CONDOMINIUM ASSOCIATION will be final and no reason will be given for any action taken by the Board of Directors. I agree to be governed by the determination of the Board of Directors.

Applicant _____ Applicant _____

Date: _____

APPLICATION FOR OCCUPANCY/APPROVAL

Apt. No.: _____

Date: _____

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

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

Phone Number: _____ E-mail: _____

() Single () Married () Widow(er) () Sep. /Div. Maiden Name: _____

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

Names and Ages of Children who will occupy: _____

In case of emergency notify: _____ ()
Name Address Tel. #:

RESIDENCE HISTORY

Present Address _____ Tel. #: _____

Name of Apt./Condo _____ Tel. #: _____

Name of Landlord/Mortgage Co. _____ Apt. #: _____

Dates of Residency: From: _____ to _____

Prior Address _____ Tel. #: _____

Name of Apt./Condo _____ Tel. #: _____

Name of Landlord/Mortgage Co. _____ Apt. #: _____

Dates of Residency: From: _____ to _____

EMPLOYMENT & BANK REFERENCES

Employed By: _____ Tel. #: _____

How Long: _____ Dept. or Position: _____

Address: _____

Spouse's Employment: _____ Tel. #: _____

How Long: _____ Dept. or Position: _____

Address: _____

Bank Reference: _____ Tel. #: _____

How Long: _____ Address: _____ Zip _____

Bank Reference: _____ Tel. #: _____

How Long: _____ Address: _____ Zip _____

CHARACTER REFERENCES

_____ Tel. #: _____ Office #: _____

Address: _____ Zip Code: _____

_____ Tel. #: _____ Office #: _____

Address: _____ Zip Code: _____

If this application is not legible or is not completely and accurately filled out, the Association will not be liable or responsible for any inaccurate information in the investigation and related (to the Association) caused by such omissions or illegibility. By signing, the applicant recognizes that the Association or their agent, MAF Background, may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Association. The investigation may be made of the applicant's credit standing, police arrest record and mode of living as applicable. I may request, in writing, within a reasonable time, a complete and accurate disclosure of the nature and scope of any investigation.

Signature _____
Applicant

Applicant Signature: _____
Applicant's Spouse

APPLICANT(S): Most banks, financial institutions, mortgage companies and employers require your signature and name printed. Make sure ALL THREE Authorization Forms are completed as indicated.

ALL PARTS OF THESE FORMS ARE REQUIRED-DO NOT CUT OR SEPARATE THEM.

AUTHORIZATION TO RELEASE BANKING, CREDIT, RESIDENCE, EMPLOYMENT, AND POLICE RECORD INFORMATION

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, employment, and background in reference with my/our application made for residency.

DESIGNATED PARTY: MAF BACKGROUND

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)

(Spouse's Signature)

(Spouse's Name Printed)

DATE _____

AUTHORIZATION TO RELEASE BANKING, CREDIT, RESIDENCE, EMPLOYMENT, AND POLICE RECORD INFORMATION

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(Applicant's Signature)

(Applicant's Name Printed)

(Spouse's Signature)

(Spouse's Name Printed)

DATE _____

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(Applicant's Signature)

(Applicant's Name Printed)

(Spouse's Signature)

(Spouse's Name Printed)

DATE _____

CRIMINAL & CREDIT BACKGROUND CHECK AUTHORIZATION

I, _____, AUTHORIZE THE TOWERS OF KEY BISCAYNE TO CONDUCT A VERIFICATION OF MY CRIMINAL AND CREDIT BACKGROUND. I RELEASE ALL PERSONS INVOLVED IN THIS SEARCH FROM LIABILITY OR DAMAGES INCURRED AS A RESULT OF THIS INQUIRY AND FURNISHING THIS INFORMATION.

NAME: _____

S.S.#: _____

D.O.B: _____

ADDRESS: _____

SIGNATURE

DATE

**THE TOWERS OF KEY BISCAZYNE, INC.
ADDENDUM TO LEASE**

THIS ADDENDUM made this ____ day of _____, 201__, is attached to and forms an integral part of the lease to which it is attached, dated _____, _____ for a term commencing _____ and expiring _____ (hereinafter referred to as the "Lease") by and between _____ (hereinafter referred to as _____ as "Owner" or "Lessor") and (hereinafter referred to as "Lessee") for Unit # _____ of The Towers of Key Biscayne located at _____ Crandon Boulevard, Key Biscayne, Florida 33149 (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.

WITNESSETH:

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

WHEREAS, The Towers of Key Biscayne, Inc. (the "Association"), pursuant to Article 51 of the Association's By-Laws, has the right to approve leases of units within The Towers of Key Biscayne (the "Condominium") and in connection therewith the Association is requiring that this Addendum to Lease form be executed by Lessor and Lessee.

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. Lessee shall abide by and comply with the provisions of the Association's Declaration of Condominium ("Declaration"), By-Laws, Articles of Incorporation and all rules and regulations, as same may be amended from time to time (hereinafter referred to as the "Governing Documents") 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.
3. In the event Lessor is delinquent in the payment of any monthly maintenance assessments or special assessments due to the Association, the rent for the Unit shall be applied by the Lessee to payment of any delinquent assessment or installment thereof due to the Association before payment of the balance, if any, of such rent to the Lessor. If any such assessments and installments are not paid within ten (10) calendar days after the due date, the Association shall notify the Lessor of such delinquency by certified and regular mail to the last address furnished to the Association by Lessor and shall notify Lessee of same by regular mail to the Unit address. Upon receipt of such notice, Lessee shall immediately pay to the Association the amount of such delinquent assessment, including late fees, interest, collection costs and attorney's fees (if any), and shall deduct such sums paid to the Association from the next rental payment. Notwithstanding the foregoing, in the event the sums owing to the Association exceed the Lessee's rental payment, Lessee shall not be obligated to pay any sums in excess of such rental payment to the Association. If any excess sums are due to the Association, the Lessee is authorized to

continue to deduct such sums from each rental payment until such sums have been paid in full. Any such deductions by the Lessee shall not constitute a default by Lessee of Lessee's obligations under the Lease.

4. 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 paragraph 5 of this Addendum, in addition to all other remedies the Association shall 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.
5. Lessee agrees to abide by this Addendum, the Governing Documents and all applicable laws, ordinances and regulations. If Lessee fails to comply with this Addendum, the Governing Documents or any applicable laws, ordinances and regulations, Lessor shall promptly commence action to evict Lessee. If Lessor fails to promptly commence action to evict Lessee, Lessor hereby authorizes the Association as the Lessor's agent and attorney in fact, to commence eviction proceedings. In the event the Association files an action for eviction, the Lessor and Lessee shall be jointly and severally liable for all attorney's fees and costs, including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies.
6. Prior to occupancy of the Unit, Lessee shall be required to place in escrow with the Association a security deposit in the amount of \$500.00 which may be used by the Association to repair any damages to the Common Elements or Association property resulting from any acts or omissions of the Lessee (as determined in the sole discretion of the Board of Directors). The Lessor shall be jointly and severally liable with the Lessee to the Association for any amount in excess of such sum which may be required by the Association to effect such repairs. Such security deposit shall be administered in accordance with Part II of Chapter 83, Florida Statutes. Lessee shall not be entitled to interest on the security deposit.
7. Lessee shall not be entitled to occupy the Unit prior to receipt of written approval from the Board of Directors as specified in Article 51.4 of the By-Laws. 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. There shall be no extensions or renewals of the Lease without the prior written approval of the Association.
13. 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.
14. 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.
15. 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.
16. 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.

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 The Towers of Key Biscayne, Inc. this ____
day of _____, 201__.

THE TOWERS OF KEY BISCAYNE, INC.

By:

Title: