

## REQUIREMENTS FOR RENTAL PROCESS

THE FOLLOWING MUST BE PROVIDED AND RETURNED TO THE

MANAGEMENT OFFICE.

LEASE CONTRACT BETWEEN UNIT OWNER AND TENANT (RENTERS ONLY)

APPLICATION FOR RESIDENCY COMPLETED IN FULL.

LEASE ADDENDUM SIGNED BY BOTH UNIT OWNER AND TENANT (RENTERS ONLY)

RENTERS PET AFFIDAVIT ACKNOWLEDGEMENT AND AGREEMENT

COPY OF TENANT IDENTIFICATION

APPLICATION FEE \$100.00 (NON-REFUNDABLE) PER PERSON/MARRIED COUPLE

ONE MONTH COMMON AREA SECURITY DEPOSIT TO EQUAL ONE MONTH'S RENT (CASHIER CHECK OR MONEY ORDER)

\$500.00 MOVE-IN SECURITY DEPOSIT (REFUNDABLE IF NO DAMAGES)



#### LISTING AGENT PROCEDURES

- 1. The Unit Owner must report all listings to the Management Office in the case of either sale or lease.
- **2.** A copy of an executed listing agreement for the applicable unit(s) must be provided to the Association.
- 3. Showings will be conducted exclusively by Listing Agent Monday through Saturday from 9:00AM-6:00PM. Showings are not permitted on Sundays or Holidays. Other Realtors need to be accompanied by Listing Agent.
- **4.** The Listing Agent must identify all visitors and accompany all prospects to the unit.
- 5. Upon arrival the Listing Agent and Prospects must check with the Security Desk at Jade Residences lobby. The Security at the Front Desk will arrange elevator access to the unit. The Listing Agent is responsible for providing access to the unit. The Association will not open the unit.
- **6.** In addition to the unit, the Listing Agent will have access to the unrestricted common areas of the building (parking, storage, spa, and pool deck). Access to any other unit for sale or lease will not be permitted unless the Listing Agent for these units is present.
- 7. Electronic Lockboxes (SUPRA) are not allowed. Listing Agents are not permitted to use Access Cards/FOBs for access in the elevators and any other part of the building.
- 8. Any Open House must be arranged with the Management Office in advance. Listing agents hosting Open House are required to notify the Management Office one (1) week in advance. Proof of liability insurance must be provided naming Jade Residence as the certificate holder. Signage of any kind is not permitted on the property.
- The Unit Owner/Listing Agent must coordinate with the Management Office the extra Valet required for the Open House, at the Unit Owners/Listing Agents expense.
- **10.** Listing Agents are not allowed to bring non-prospects to the property.



#### **Screening of Prospective Tenants**

The Pre-screening process for prospective tenants is the following:

- 1. If this application is for a unit that has recently been resold, an application will not be considered until a recorded deed or proof of recording has been received by the Management Office.
- 2. Prospective Tenants must complete a screening application. Application is available at the Condominium Management Office.
- 3. Completed application must be delivered to the office along with \$100.00 for each applicant other than husband/wife or parent/dependent child under 18 years of age, Payable to Jade Residences at Brickell Bay Condominium Association, Inc. (Non-Refundable).
- 4. LEASE ADDENDUM AND PET AFFIDAVIT ATTACHED MUST BE SIGNED BY PARTIES INVOLVED AND SUBMITTED ALONG WITH THE APPLICATION. THE APPLICATION WILL NOT BE PROCESSED WITHOUT THE LEASE ADDENDUM AND PET AFFIDAVIT.
- 3. Please allow 21 days for Board approval.
- 4. A copy of the Lease must be delivered to the office with the packet.
- 5. TENANTS ARE NOT PERMITTED TO MAINTAIN PETS.
- 6. TENANT MUST PROVIDE ONE MONTH'S DEPOSIT OF THEIR AGREED RENT TO THE ASSOCIATION AS A COMMON AREA SECURITY DEPOSIT.
- 7. The Condominium Management Office will schedule an orientation with the prospective tenant.
- 8. If approved, an approval letter will be issued before or during orientation.
- 9. A \$500.00 common area security deposit is required. If there are no damages, the deposit will be returned. If there are any damages, all charges for damages will be deducted from security deposit. In the event that the damages are greater than the security deposit, the resident will be billed for the amount in excess of the deposit.

NOTE: TENANT MUST PROVIDE THE MANAGEMENT OFFICE WITH: VEHICLE MAKE, MODEL, COLOR, YEAR AND PLATE NUMBER. NO ACCESS CARD OR CLICKER WILL BE ACTIVATED UNTIL ALL INFORMATION HAS BEEN PROVIDED.

Thank You.



Apt No	Apt Type	Monthly Rent	Occup Date	Pro-In \$	Term Date
Referred By		Rent Starts	Reasons For Living H	ere	

Application For Occupancy (Rental/Lease) Date IMPORTANT: Each co-resident/co-applicant must submit separate applications. PERSONAL INFORMATION Applicants Name Date of Birth SS No Marital Status Driver License No State Date of Birth Driver License No Other Occupants Name \_ Relationship \_ Age Relationship Name Do you own pets?\_ \_\_\_ If yes, type (breed)\_\_ Have you, the co-applicant(s), and/or any occupant(s) ever been arrested, charged and/or convicted of a crime? \_\_\_\_(Use reverse side of this application) \_\_\_\_ If Yes, Provide detailed explanation. Emergency contact (Name/Phone) RESIDENT HISTORY Present Street Address Phone (\_ \_\_ Monthly Payment \$\_ Reason For Moving\_ Previous Street Address \_\_\_ Monthly Payment \$\_\_ Reason For Moving Have you and/or the co-applicant(s) ever been evicted from any property? \_\_ If Yes, Provide detailed explanation. (Use reverse side of this application) EMPLOYMENT HISTORY Present employer Supervisor \_ Address \_ \_\_\_\_ Phone (\_\_\_ \_\_\_\_Date of employment \_ \_\_ Gross weekly salary \$\_\_ Previous employer Supervisor \_\_ Address Phone (\_\_ \_\_Dates of employment Position Gross weekly salary \$ Position Phone ( INCOME Gross annual salary (Including fees, tips, commissions and bonuses) Gross annual salary spouse Other income you want to disclose BANK INFORMATION Account No Bank Name and Branch Account type Account No Bank Name and Branch CHARACTER REFERENCE Phone No Relation: Phone No Relation: (If necessary use reverse side of this application to list additional accounts) VEHICLES State Tag No Registered to Make State Tag No Applicant(s) has submitted the sum of \$ , which is non-refundable payment for credit check/background check processing charge of the Applicant has deposited the sum of \$ \_ which is to be applied to the security deposit in reference to the above apartment unit. Spouse signature \_\_\_ Leasing agent / Interviewed by Form GARRI 03/05



### **Authorization Form**

To a	pp	lican	t:
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1.	I authorize,				
	facts or circumstances that would, if disclosed affect my application.				
2.	A copy of this authorization form may be accepted as an original.				
3.	I further understand that in order for my application to be processed, I need to submit an application fee in the amount of \$\frac{\\$100.00}{100.00}\$ to Jade Residences at Brickell Bay for processing my application. My application will not be processed without the required application fee. Furthermore, I understand that this application fee <b>is not refundable.</b>				
4.	4. By signing below, I acknowledge understanding of the purpose of this Authorization Form and its intended use.				
****	************************				
	Applicant Information				
Print N	Name: Signature:				
Street	Address: City: State: Zip:				
Social	Address:				

\*IMPORTANT: Date of Birth information is strictly for the use of United Screening Services Corporation and will not be used as part of the decision process of your prospective landlord, association and/or employer.

Form RAFFEI 05/01



## **Request For Verification of Employment**

Applicant:			Social	Security No.		
Address:	Client:					
Name and Address of Er	nployer:		Return Comple	ted Form To:		
			United Screening	g Services Corpo	ration Tel	: (305) 774-1711
			ATTN: Verificati	ion Department	Fax	k: (305) 774-1771
			P.O. Box 43-132	<u>?</u> 1	Toll	l Free: (800) 731-2139
Phone # ()	Fax ()		South Miami, FL	. 33243-1321	Fax	k: (800) 513-9733
Contact / Managers Name	):					
any and all privileges wit	authorizes the release of ar th respect to the said inform	ation and the refere	ence to the aforesaid	d party's.		rsigned hereby waives
Applicant's Signature			Date			*****
SECTION I  1. Present Position	(Current Employer Con	nplete Section I	S Verification / Previous Emplo	oyer Complete	e Section II) 4. Overtim	
C Current Cross Boss Bo		_			Y	_NYN
S  \$  \$  \$  \$  \$		Hourly	Monthly	Weekly	Bi-Wee	eklyOther (Specify)
	7. G	ross Earnings		8.	If paid hourly – av	verage hours per week
	Year-to-date	Projec	cted for Next Year			
Base Pay	\$	\$				
Overtime	\$	\$		9.	Remarks:	
Commissions	\$	\$				
Bonus	\$	\$				
Other (Specify)	\$	\$				
TOTAL	\$	\$				
**************************************	************	*******	*******	*******	*******	******
Date of Employment	Date of Termination	Title	Last Salary	Reason for Te	ermination	
***************************************	***************************************		:********	***	******	********
X 10 Signature	11 Name (Prin	<i>t</i> )	12 Title	12	Phone	14 Date



# **Request For Verification of Residency**

Social Security No. \_

Applicant: \_

Address: Property/Client:				
Name and Address of Landlord (Include Person of Contact):	Return Completed Form To:  United Screening Services Corporation	Tel:	(205) 774 1711	
	**************************************		(305) 774-1711	
	ATTN: Verifications Department	Fax:	(305) 774-1771	
	P.O. Box 43-1321	Toll Free:	(800) 731-2139	
Telephone # ()	South Miami, FL 33243-1321	Toll Free Fax:	(800) 513-9733	
The undersigned hereby authorizes the release of any and all information and the refeat any and all privileges with respect to the said information and the refeat Applicant's Signature	erence to the aforesaid party's.	the undersigne	d hereby waives	
Applicant's Signature	Date	V		
	S Verification the Appropriate Section(s) Below)  or previous landlord (Complete S	Section 2 <b>)</b> ?		
1. If <u>Present Landlord</u> please complete this section.	2. If <u>Previous landlord</u>	olease complet	e this section.	
Tenant has rented since	Time of residency			
Is rent in arrears?YesNo If yes, How many months and what amount?	Was rent in arrears?  If yes, How many mo	Yes nths and what ar	No mount?	
Number of late payments	Number of late payments			
Monthly payment \$	Monthly payment \$			
Do they have pets?Yes No	Do they have pets?	Yes	No	
Any "NSF" checks during residency? Yes No	Any "NSF" checks during reside	ency? Yes	No	
If yes, How many?	If yes, How many?			
Any court filings during residency?YesNo	Left with outstanding debts?	Yes	No	
Was notice given? Yes No	Was notice given?	Yes	No	
Remarks:	Condition of apartment			
	Any court filings during residence Remarks:	-		
<u>X</u>				
3. Signature 4. Name (Print)	5. Title 6. Phone		7. Date	
P.O Box 43-1321, South Miami, FL 33243-1321 . Tel: (30.	5) 774-1711 . Fax: (305) 774-1771 . Toll Fi	ree: (800) 731-2.	139	
FORM GJRSII 01/02			7	

## JADE RESIDENCES AT BRICKELL BAY CONDOMINIUM ASSOCIATION, INC. ADDENDUM TO LEASE

THIS ADDENDUM made this day of	, 20, 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") and any extensions or renewals of such	Lease by and between
(hereinafter referred to as	"Owner" or "Lessor") and
(hereinafter referred to a	s "Lessee") for Unit # of
Jade Residences at Brickell Bay Condominium located at 1331 Br	ickell Bay Drive, 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	ne 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, Jade Residences at Brickell Bay Condominium Association, Inc. (the "Association"), pursuant to Section 17.8 of Article 17 of the Association's Declaration of Condominium (the "Declaration"), has the right to approve leases of units within Jade Residences at Brickell Bay Condominium (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. 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 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.
- 4. In the event Lessor is delinquent in the payment of any regular 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.

- 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 paragraph 6 of 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. 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.
- 7. Prior to occupancy of the Unit, Lessee shall be required to place in escrow with the Association a security deposit equivalent to the sum of one (1) month's rent 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.
- 8. Lessee shall not be entitled to occupy the Unit prior to receipt of written approval from the Board of Directors as specified in Section 17.8 of Article 17 of the Declaration. 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.

9.	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:

- 10. 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.
- 11. 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.
- 12. 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.
- 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 Association shall have the authority, but not the obligation, to deactivate all of the Lessee's access devices for the common facilities, including but not limited to the health spa/gym, the pool, the pool deck, jacuzzi, the community center, business center and racquetball courts.
- 15. 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.
- 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.
- 17. 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 Condominium Association, Inc. this da	is acknowledged by Jade Residences at Brickell Bay y of, 20
	JADE RESIDENCES AT BRICKELL BAY CONDOMINIUM ASSOCIATION, INC.
	Ву:
<u>, , , , , , , , , , , , , , , , , , , </u>	Title:

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### JADE RESIDENCES AT BRICKELL BAY CONDOMINIUM ASSOCIATION, INC. (Association) **ACKNOWLEDGMENT AND AGREEMENT**

(Acknowledgment@)

This Acknowledgment is executed this day of, 20 by the Proposed Lessee (Lessee).
WHEREAS, Lessee has expressed an interest in leasing Unit # within Jade Residences at Brickell Bay Condominium (the Unit); and
WHEREAS, Lessee acknowledges that it intends for the Unit to be solely used for the occupancy of the

NOW, THEREFORE, in consideration for obtaining the approval from the Association's Board of Directors for the proposed lease of the Unit and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee specifically agrees to the following:

- The above recitals are true and correct and are incorporated herein by reference. 1.
- The undersigned acknowledges and agrees that: 2.

individuals designated below;

- Lessee has read and understands the Declaration of Condominium (Declaration), By-Laws, Articles A. of Incorporation and the Association's Rules and Regulations.
- Lessee understands and agrees that he shall not keep or maintain any pet(s), including, but not В. limited to dogs, cats or birds, at the condominium property, including, but not limited to, the Unit since the maintenance of such pet(s) is prohibited by Section 17.3 of Article 17 of the Declaration.
- If there should be a default of any of the terms of this Acknowledgment, the Association may D. proceed to file a Petition for Arbitration in accordance with Section 718.1255, Florida Statutes, commence eviction proceedings to evict the Lessee or institute other appropriate legal action to enforce compliance with the terms of this Acknowledgment.
- The partial or complete invalidity of any one or more of the provisions of this Acknowledgment shall not 3. affect the validity or continuing force and effect of any other provision.
- Lessee acknowledges and agrees that all provisions of this Acknowledgment shall be binding on Lessee, his 4. successors and assigns.
- In connection with any litigation, including appellate proceedings, arbitration or mediation arising out of this 5. Acknowledgment, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This Acknowledgment shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Acknowledgment shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida. The failure of any person or entity, including the Association, to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Acknowledgment, shall not be construed as a waiver or relinquishment of such term, covenant or condition as respects further performance. This Acknowledgment may not be amended or modified except by an instrument in writing signed by Lessee and the Association. In construing this Acknowledgment, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders. This Acknowledgment may be executed in any number of counterparts with the same effect as if all signatories hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

counsel as to its effect and consequences and acknowledges that he executes it voluntarily and with full knowledge of its significance. IN WITNESS WHEREOF, the undersigned have executed this Acknowledgment the day and year set forth above. Lessee: Witnesses Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_ Lessee: Witnesses Ву:\_\_\_\_\_ Print Name: Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_ STATE OF FLORIDA ) )ss: **COUNTY OF MIAMI-DADE** ) The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by (who is personally known to me)/(who has produced \_\_\_\_ as identification) and (did)/(did not) take an oath. Name: My Commission Expires:

Lessee has read this Acknowledgment, understands all of its terms, has been advised accordingly by his legal

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