



BRICKELL FLATIRON

LEASE APPLICATION PROCEDURE AND REQUIREMENTS

Unit # _____ Today's Date _____
Unit Owner Name: _____
Prospective Tenant's Name: _____ Cell Phone (tenant): _____
Lease Start Date: _____ Lease End Date: _____

The following items must be provided to the Association with the Application:

- ☐ Non Refundable Application Fee of \$100.00 – payable by personal or cashiers check, to: Brickell Flatiron Condominium Association, Inc.
- ☐ Refundable Move-In Deposit of \$1,500.00 - payable by personal or cashiers check, to: Brickell Flatiron Condominium Association, Inc. (**THIS CHECK WILL BE PROCESSED**)
- ☐ Refundable Association Security Deposit equal to the sum of one month's rent, payable by personal or cashiers check from OWNER ONLY, to: Brickell Flatiron Condominium Association, Inc. (**THIS CHECK WILL BE PROCESSED and RETURNED UPON LEASE COMPLETION**)
- ☐ Photo Copy of Picture Identification of prospective tenants (Driver's License, Identification Card or Passport).
- ☐ Application for Occupancy (Information below).
- ☐ Legible copies of the EXECUTED Lease Agreement.
- ☐ Refundable \$250.00 Pet Deposit (**IF APPLICABLE AND RETURNED UPON LEASE COMPLETION**)

Brickell Flatiron Condominium Association – Schedule of Miscellaneous Fees:

Key Fob - \$100.00 ea.

Garage Transponder (RFID Sticker) - \$100.00 ea. One per registered vehicle for residents. Single Use, Unusable if removed.

All leases shall be in writing and shall provide that the **Association shall have the right to terminate the Lease and to evict the tenant in the name of the landlord upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable Rules and Regulations, Covenants or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Community Association, and to collect all rental payments due to the Owner and apply same against unpaid Assessments if, and to the extent that, the Unit Owner is in default in the payment of Assessments during the term of the lease.**

****** The above bolded and underlined statement MUST be included in the Lease Agreement ******



BRICKELL FLATIRON

Please return completed application and supporting items in person to the Management Office, or via email to: Coordinator@brickellflatiron.com

RENTAL REQUIREMENTS OF THE ASSOCIATION

Must be signed by the Owner and returned with the Application

- **Owners must be current** with their maintenance payments or **they will not be able to lease their unit.**
- **All documents and fees** must be received by Management at the time of application submission. Failure to provide the aforementioned items could result in a delay of approval. Incomplete applications will not be processed.
- Estimated turnaround time for applications is two weeks.
- An Orientation (entrance interview) must be scheduled prior to move-in AND only when all the required documents have been submitted. At this Orientation, prospective lessees will be required to review and acknowledge the By-laws of the Association and any other rules, regulations, or policies governing the Condominium or Community Association.

I, _____, OWNER OF UNIT # _____ AUTHORIZE
OWNER NAME (please print)

RENTAL OF MY UNIT TO _____
TENANT NAME(S)

SIGNATURE of OWNER DATE



BRICKELL FLATIRON

I hereby authorize Brickell Flatiron Condominium Association, Inc., its employees and agents, to take any and all actions necessary to verify the contents of this application. I understand that such actions may include but are not limited to, obtaining a credit report, verification of employment, past rental history, police, and criminal records. By entering this Agreement I agree to hold Brickell Flatiron Condominium Association, Inc., its employees, and agents harmless from liability for the accuracy of the reporting of such information to the management and/or owners. I certify that all information provided by me is true, correct, and complete and I understand that any misrepresentation or omission shall be sufficient cause for management and/or owners to reject this application and/or terminate any lease based on the representations made in the application.

Applicant's Signature: _____ Date: _____



BRICKELL FLATIRON

BRICKELL FLATIRON CONDOMINIUM ASSOCIATION, INC
LEASE ADDENDUM

This Lease Addendum (the "Addendum") to that certain Lease Agreement dated _____, 20__ (the "Lease"), is made and entered on _____, 20__ by and between _____ ("Owner"), who represents and warrants that he/she/is is a Unit owner of Unit _____ (the "Unit"), of Brickell Flatiron Condominium (the "Association"), and _____ ("Tenant"), who wishes to rent the Unit ("Tenant").

RECITALS

The Owner wishes to lease his Unit to the Tenant, and each of the parties hereto acknowledges that the terms and conditions of this Lease Addendum shall be incorporated into and made a part of the Lease and shall benefit Brickell Flatiron Condominium Association, Inc.

Terms used but not assigned herein shall have the meanings assigned to them in the Association's Declaration of Condominium.

The parties acknowledge that this Addendum is required by Brickell Flatiron Condominium Association, Inc. (the "Association"), pursuant to its rules and regulations, and that this agreement and all covenants, representations and warranties herein shall be in favor of the Association, which is a third-party beneficiary to this Addendum and may enforce any or all of the provisions herein as if an original party hereof.

The parties agree that the Association has relied upon the parties' representations contained in this Addendum and that such reliance is reasonable.

NOW, THEREFORE, In consideration of the above premises and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- **NO UNPAID ASSESSMENTS – APPLICATION OF RENTS AND DEPOSIT, AND REQUIREMENT FOR PAYMENTS TO BE MADE DIRECTLY TO ASSOCIATION.** The Owner shall not have the right to lease the Unit hereunder if there are any past due assessments that are owed to the Association. Without limiting the generality of the foregoing, if the Owner is in default in the payment of Assessments during the term of the Lease, (a) the Association shall have the right to collect any and all rental payments, and/or apply the deposit, to apply towards the payments of any and all unpaid Assessments, and (b) the Tenant agrees immediately upon notice from the Association thereof to directly pay any and all of its rental payments to the Association until such time that the Association shall provide Tenant with notice that the Assessments are no longer past due.



BRICKELL FLATIRON

- **COMPLIANCE WITH CONDOMINIUM DOCUMENTS.** Tenant agrees to fully comply with all of the covenants, terms, conditions, and restrictions of the Association's Rules and Regulations, as may be amended from time to time, a copy of which is attached hereto, and the Tenant acknowledges that he/she shall be responsible to comply with all changes to the Rules and Regulations as shall be adopted by the Association's Board of Directors (whether before or after the execution of the Lease).
- **SHORT TERM LEASES PROHIBITED.** Tenant acknowledges that he/she may not lease the Unit for a period of less than six (6) months, unless, at the time of commencement of the lease, the Residential Unit is fully furnished, in which event, the lease of the furnished Residential Unit may be leased for a period of not less than thirty (30) days.
- **REQUIRED DEPOSIT.** Landlord and Tenant acknowledge that the Association requires a security deposit equivalent to the sum of one (1) month's rent, to be held by the Association throughout the term of the Lease, to serve as security for any costs of the Association in connection with the Lease, any damages to the Common Elements (as such term is defined in the Association's Condominium Documents), and/or to be applied to any past due Assessments. In the event of any such costs, damages or unpaid fees, the Association shall have the right to apply such portion of the security deposit as shall be necessary to pay for same. If there are no such costs, damages or unpaid fees, the deposit will be returned to the Owner upon his/her written request. Return of deposit will be processed within ten (10) business days following receipt of the request, subject to verification of lack of damage and confirmation of no pending or outstanding fines or fees.
- **OWNERS RIGHT TO AMENITIES.** An owner who leases his/her/its unit gives up the right to use any and all amenities during the full duration of the lease term (i.e., minimum of 30 days or until the expiration date stated in the lease).
- **JOINT AND SEVERAL LIABILITY; TERMINATION OF LEASE.** The Owner and Tenant are jointly and severally liable for any amount due to Association hereunder; including, but not limited to attorneys' fees and costs, and any amount which is required by the Association to bring the Tenant or the Owner the into compliance with the Association's Governing Documents, to repair any damage to the Common Elements resulting from acts or omissions of Tenant, and to pay any claim for injury or damage to property caused by the negligence of Tenant. The parties agree that special Assessments may be assessed and levied against the Unit for any amounts due to Association hereunder. Further, in the event of any parties' respective breach of this Addendum or Tenant's failure to observe the provisions of the Declaration, the By-laws or Rules, and Regulations of the Association, the Association may terminate the Lease and bring eviction proceedings in the name of the Landlord.
- **CONFLICT.** To the extent of any conflict between the terms and conditions of the Lease and this Addendum, the parties acknowledge that the terms and conditions of this Addendum shall prevail.



BRICKELL FLATIRON

• **LAW; VENUE.** This Addendum shall be governed by Florida law and in the event of any dispute, venue shall lie in Miami-Dade County.

In Witness Whereof, the parties hereto have executed this Lease Addendum this _____ day of _____, 20__.

OWNER_____

TENANT_____



BRICKELL FLATIRON

DEPOSIT ADDENDUM

This Deposit Addendum (the "Addendum") to that certain Lease Agreement dated _____, 20__ (the "Lease"), is made and entered on _____, 20__ by and between _____ ("Landlord"), and _____ ("Tenant"), relating to the rental of apartment _____ (the "Unit").

RECITALS

The parties acknowledge that there is a deposit in the amount of one (1) month's rent pursuant to the Lease and that the parties executed that certain Brickell Flatiron Condominium Association, Inc. Lease Addendum ("Association Required Addendum") which provides the Brickell Flatiron Condominium Association, Inc. (the "Association") with the primary rights to all or a portion of the Deposit pursuant to the Association Required Addendum. The parties further acknowledge that (a) the Association does not require this Addendum, (b) though this Addendum is prepared by Association's counsel as a courtesy to Members of the Association, the parties acknowledge that the Association makes no representation as to the legal effect of this document and advises each Member to seek its own counsel in connection with the leasing of its Units, and (c) each of the parties hereto agree to indemnify and hold the Association harmless for any claims that may arise by virtue of the parties use of this Addendum.

NOW, THEREFORE, In consideration of the above premises and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- **RECITALS.** The above recitals are true and correct and are included in this Addendum as part of the agreement evidenced herein.
- **APPLICATION OF DEPOSIT FOLLOWING CLAIMS BY THE ASSOCIATION OR LANDLORD.** Within 30 days following the termination of the "Lease" the Landlord shall return to Tenant all or such portion of the Deposit that remains, if any, following the claims of (a) the Association, pursuant to the Association Addendum, and/or (b) the Landlord pursuant to the Lease and Florida law.
- **CONFLICT.** To the extent of any conflict between the terms and conditions of the Lease, the Association Required Addendum and this Addendum, the parties acknowledge that the terms and conditions of the Association Required Addendum shall prevail. Except as provided in the prior sentence, to the extent of any conflict between the terms and conditions of the Lease and this Addendum, the parties acknowledge that the terms and conditions of this Addendum shall prevail.

In Witness Whereof, the parties hereto have executed this Deposit Addendum this _____ day of _____, 20__.

TENANT _____ LANDLORD _____



BRICKELL FLATIRON

CONFIDENTIAL OWNER / RESIDENT INFORMATION SHEET

*****ALL INFORMATION IS REQUIRED*****

In a continuing effort to improve communication between your property management company (KW Property Management), your Board of Directors, and the residents, we request all owners to completely fill out the form below and return it to the Management Office, as soon as possible, either by e-mail or in-person -- NO FAXES.

Unit # _____ Parking Space # _____

Owner's Name: _____ Today's Date _____

Owner's Address: _____

Owner's Phone: _____

Owner's E-mail: _____

Is the Home listed under a Corporation? If yes, please state name and address of Corporation:

Name(s) of full-time occupants (children, roommates, etc.):

TENANT'S INFORMATION:

Tenant's Name: _____

	Emergency	Non-Emergency
--	-----------	---------------

Home Telephone Number: _____	_____	_____
------------------------------	-------	-------

Work Telephone Number: _____	_____	_____
------------------------------	-------	-------

Other (Cell Phone, etc.): _____	_____	_____
---------------------------------	-------	-------

Emergency Contact -- Number: _____	_____	_____
------------------------------------	-------	-------

Emergency Contact -- Name: _____		
----------------------------------	--	--

TENANT'S E-mail: _____



BRICKELL FLATIRON

CONFIDENTIAL OWNER / RESIDENT INFORMATION SHEET

Page 2

Are you or anyone in your household in need of special medical attention or have restricted mobility, which would require additional assistance in the event of an emergency?

YES

☐

NO

☐

If yes, please explain special needs (i.e., oxygen, wheelchair, blind, deaf, etc.):

I, _____, authorize KW Property Management
Print Owner's Name Unit #
to alert the phone number(s) listed on the Confidential Owner/Resident Information Sheet for urgent and timely alerts.

Resident Signature _____ Date _____
(RESIDENT ONLY)

Resident Signature _____ Date _____
(RESIDENT ONLY)



BRICKELL FLATIRON

ASSOCIATION RIGHTS ACKNOWLEDGEMENT

Association shall have the right to terminate the Lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association. No portion of a Unit (other than an entire Unit) may be rented. Leasing of Units shall be subject to the prior written approval of the Association. Each lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association and that upon termination of the lease, the Association may evict Tenant in the name of the Unit Owner.

No lease of a Residential Unit shall be for a period of less than six (6) months unless at the time of commencement of the lease, the Residential Unit is fully furnished, in which event, the lease of the furnished Residential Unit maybe for a period of not less than one month (30 days).

Owner's Name Printed

Lessee's Name Printed

Owner's Signature

Lessee's Signature

Date

Date



BRICKELL FLATIRON

ORIENTATION AND MOVE-IN/OUT INFORMATION

Please be advised of the following:

ORIENTATIONS are held by appointment on Monday's through Friday's between the hours of 10:00 am through 5:00 pm.

MOVE-IN/OUT & DELIVERIES can only be scheduled from Monday through Friday between the hours of 8:00 am – 6:00 pm

There will be **NO** moves or deliveries scheduled on Saturdays, Sundays and Holidays.

VENDOR BUSINESS LICENSE & INSURANCE will be required prior to any move in/out or deliveries made in the property. The insurance certificate must name the Brickell Flatiron Condominium Association as additionally Insured under General Liability and Workman's Compensation (see sample below).

1. One copy certificate holder
Brickell Flatiron Condominium
Association, Inc.
KW Property Management and
Consulting, LLC
1000 Brickell Plaza Unit #_____
Miami, FL 33131
 - a) Please make sure the additional insured and subrogation of waiver of boxes have an "X" under General Liability.
 - b) Also, please endorse the workers' comp under subrogation of waiver (Place an "X" as well).
2. Copy Business/ Occupational License

Lessee Signature

Unit



BRICKELL FLATIRON

CERTIFICATE OF INSURANCE SAMPLE

ACORD		CERTIFICATE OF LIABILITY INSURANCE		KWPRO-1	OP ID: LD
				DATE (MM/DD/YYYY)	04/24/2015
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>					
PRODUCER BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 Fausto Alvarez		CONTACT NAME: Fausto Alvarez PHONE: 305-364-7800 FAX: 305-714-4401 E-MAIL: ADDRESS:			
INSURED TEST CUSTOMER		INSURER(S) AFFORDING COVERAGE			
		INSURER A: *FCCI Insurance Company 10178			
		INSURER B: *FCCI Advantage Insurance Co 12842			
		INSURER C: *National Trust Insurance Co. 20141			
		INSURER D: *Continental Casualty Co 20443			
		INSURER E:			
		INSURER F:			
<p>COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:</p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP
LIB		(IND. VEH)		(MM/DD/YYYY)	(MM/DD/YYYY)
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> X	CPP00084917	06/17/2014	06/17/2015
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> X			
	GEN'L AGGREGATE LIMIT APPLIES PER:				LIMITS
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000
	OTHER:				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
	AUTOMOBILE LIABILITY		CA00118267	06/17/2014	06/17/2015
A	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS			MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS			PERSONAL & ADV INJURY \$ 1,000,000
	UMBRELLA LIAB				GENERAL AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE	UMB00069317	06/17/2014	06/17/2015
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				PRODUCTS - COMP/OP AGG \$ Included
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N	000617	06/17/2014	06/17/2015
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/SEMPER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N/A			Emp Ben. \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				COMMONWEALTH LIMIT (Per accident) \$ 1,000,000
D	Crime		596356933	08/10/2014	08/10/2015
	Limits				see notes
	Ded				see notes
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Note # 4					
CERTIFICATE HOLDER			CANCELLATION		
Brickell Flatiron Condominium Association, Inc. KW Property Management and Consulting, LLC 1000 Brickell Plaza Unit #			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Note # 5			AUTHORIZED REPRESENTATIVE		
			Brown and Brown of Florida, Inc.		

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Note # 6



BRICKELL FLATIRON

RECEIPT AUTHORIZATION

TO: BRICKELL FLATIRON CONDOMINIUM ASSOCIATION, INC.

FROM: UNIT OWNER: _____

Unit #: _____

THE UNDERSIGNED, the owner(s) of the unit listed above (the "Unit") of BRICKELL FLATIRON CONDOMINIUM ASSOCIATION, INC., authorizes the personnel employed by BRICKELL FLATIRON CONDOMINIUM ASSOCIATION, INC. (the "Association") to accept, receive and sign for any parcels, deliveries, or mail addressed to the unit, without imposing any liability thereon for the condition or substance of any such parcels so received.

Understanding that this authorization is solely for the benefit of the undersigned, we hereby release the Association, its employees and agents, from any liability arising from this Authorization, including, without limitation, liability arising from the misplacement of parcels, and/or the negligence of the Association, its employees or agents in such regard.

EXECUTED THIS _____ DAY OF _____, 20____

By: _____
(On behalf of all residents of above Unit)

Print Name: _____



BRICKELL FLATIRON

ADDITIONAL VEHICLE REGISTRATION INFORMATION

Unit # _____

Vehicle 1

Transponder # _____

Make: _____

Model: _____

Year: _____

Color: _____

Tag #: _____

State: _____

Vehicle 2

Transponder # _____

Make: _____

Model: _____

Year: _____

Color: _____

Tag #: _____

State: _____

Vehicle 3

Transponder # _____

Make: _____

Model: _____

Year: _____

Color: _____

Tag #: _____

State: _____

Disabled Parking Permit?

Yes ☐

No ☐

***Any vehicle not parked in a designated
area is subject to towing at the vehicle owner's expense.***

Garage access devices will be limited based on the parking rights assigned to your unit.

BROWN'S BACKGROUND CHECKS
CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER
Brickell Flatiron Condominium Association 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 If International please provide Passport Number
*Date of Birth is requested in order to obtain accurate retrieval of records.		

_____ Co-Applicants Name	_____/_____/_____ Date of Birth	_____ Social Security Number If International please provide 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.

SIGNATURE _____ DATE _____

Co-Applicant
SIGNATURE _____ DATE _____