

MONTERREY CONDOMINIUM ASSOCIATION, INC.

980 Cape Marco Drive, Marco Island, FL 34145

Phone: (239) 642-6809 -- email: monterreycondo@gmail.com

APPLICATION FOR APPROVAL FOR LEASE

In order to facilitate consideration of this application, I represent that the following information is factual and correct, and agree that any falsification, misrepresentation or incomplete information in this application will justify its disapproval. I “Applicant” consent to Monterrey Condominium Association’s further inquiry concerning this application, particularly to the references given below and a criminal and financial investigation into my background.

TO: The Board of Directors of Monterrey Condominium Association, Inc.

TERM OF LEASE:

I hereby apply for approval to LEASE Unit # _____ in Monterrey, a Condominium for the period beginning _____, 20____, and ending _____, 20____. A complete copy of the signed lease is attached along with copy of drivers’ licenses or other photo I.D.’s. Minimum lease term is sixty (60) days. The lessee must be a natural person. No subleasing or assignment of lease rights by the lessee is allowed.

FEES / DEPOSITS: *(Section 13.8 Fees and Deposits Related to the Lease of Units)*

Application Fee: The Unit Owner must remit a \$150.00 non-refundable application fee when returning this Application for Approval for Lease. Pursuant to the Monterrey Declaration of Condominium, Section 13.8, the Association may charge the owner a present application fee for processing the Application for Approval for Lease. Such fee shall not to exceed \$150 (maximum amount allowed by law).

Security Deposit: By authority in the Monterrey Declaration of Condominium and Florida Statute 718.112(i), Florida Statutes, the Association requires the perspective lease applicant to place a security deposit, in the amount not to exceed the equivalent of one (1) month’s rent into an escrow account maintained by the association. The security deposit shall protect against damages to the common elements or association property.

PETS: *(Section 12.6; Declaration of Condominium)*

No pets of any kind are permitted in leased units.

OCCUPANCY DURING LEASE TERM: *(Section 13.4 Occupancy During Lease Term)*

No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of occupants of a lease unit is limited to two (2) persons per bedroom. (A “den” in a condominium unit is not considered a bedroom).

OCCUPANCY IN ABSENCE OF LESSEE: *(Section 13.5; Declaration of Condominium)*

If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence who were listed on the lease application may continue to occupy the unit as long as at least occupant is an adult. Guest occupancy is restricted in the absence of the owner or tenant. If the lessee and all of his family members within the first degree of relationship who were listed on the lease application are absent, no other person may occupy the unit.

LEASE AGREEMENT: *(Applicant)*

When submitting this Application for Lease, please enclose a fully executed copy of the lease agreement between the Applicant and Owner. Do not black out (redact) any information listed on the lease. All information listed on the application must be clearly legible.

APPLICATION FEE & SECURITY DEPOSIT:

An application fee check for \$150, payable to Monterrey Condominium Association must accompany this application, for the purpose of defraying costs of checking references, background investigation, registering and other expenses related to the processing of this application.

A security deposit check, equal to one (1) month’s rent and payable to Monterrey Condominium Association, is required not less than 20-days before the effective start date of the lessee taking occupancy of the unit. The security deposit will be held in an escrow account maintained by the association. After the term of the applicant’s lease, the Association will have 20-days to issue the applicant their security deposit back, mailed to the address as provided in this lease application, provided no damage is known to occur to the common elements or association property and caused by the applicant(s), his/her family or guests.

SECURITY DEPOSIT ACKNOWLEDGEMENT:

We, lessee and unit owner, are aware that a condition to leasing this unit, has a requirement that the aforementioned security deposit be remitted, payable to the Monterrey Condominium Association, not less than 20-days prior to the effective start date of the lease. We, lessee and unit owner, understand that any approval of this lease application is conditioned on the remittance of the security deposit and acknowledge if the security deposit is not received by the Monterrey within 20-days prior to the start date of the lease, the lease application will revert to “disapproval” status. Further, if the lessee on this lease application takes occupancy of the leased unit, we, lessee and unit owner, understand that, in addition to legal action by the Monterrey, we also subject ourselves, to potentially being unable to obtain Monterrey Board of Director approval on any future lease applications at Monterrey Condominium.

Initial →→→ Applicant’s Initial _____ Co-Applicant/Spouse Initial _____

Initial →→→ Owner’s Initial _____

DISAPPROVAL OF LEASE: *(Section 13.1(C), Declaration of Condominium)*

After the required notice and all information or interviews requested have been provided, the Board shall approve or disapprove the proposed lease. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not limited to, the following:

- The unit owner has a history of leasing the unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;
- The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
- The prospective lessee has a history of conduct which evidence disregard for the rights and property of others;
- The lessee, during previous occupancy in this Condominium or another, has evidenced an attitude of disregard for the Association rules;

MONTERREY CONDOMINIUM ASSOCIATION, INC.

APPLICATION FOR LEASE

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

1. Full name of Applicant: _____

Date of Birth: _____ Social Security # _____

Cell: (____) _____ E-Mail: _____

2. Full name of Co-Applicant/Spouse (if any): _____

Date of Birth: _____ Social Security # _____

Cell: (____) _____ E-Mail: _____

3. Home Address: _____

Telephone: Home: (____) _____

4. The Condominium documents of Monterrey, a Condominium, restrict units to be used as single-family residences only. Please state the name and relationship of all other persons other than the applicant who will be occupying the unit on a regular basis or whom may be a short-term guest(s).

Regular Basis		Short-Term	
<u>Print Name</u>	<u>Relationship</u>	<u>Print Name</u>	<u>Arrival / Departure Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Name of current or most recent landlord: _____

Address: _____

City/State _____ Zip _____ Phone (____) _____

6. Two personal references (local if possible)

Name: _____

Address: _____

City/State _____ Zip _____ Phone (____) _____

Name: _____

Address: _____

City/State _____ Zip _____ Phone (____) _____

7. Two credit references (local if possible)

Name: _____

Address: _____

City/State _____ Zip _____ Phone (____) _____

Account Number: _____

Name: _____

Address: _____

City/State _____ Zip _____ Phone (____) _____

Account Number: _____

8. Person to be notified in case of emergency:

Name: _____

Address: _____

City/State _____ Zip _____ Phone (____) _____

9. All motor vehicles to be kept at the Condominium:

Vehicle #1: _____

Model/Make: _____ Year: _____

License Number: _____ State: _____

Vehicle #2: _____

Model/Make: _____ Year: _____

License Number: _____ State: _____

10. Mailing address for notices connected with this application:

Name: _____

Address: _____

City/State _____ Zip _____

11. The owner (landlord) or prospective lessee (tenant) must provide this completed application and a copy of the proposed lease at least 20 days before the first day of occupancy under the proposed lease. The owner and/or prospective lessee (tenant) will be advised by the Association office within a 20-day period from the date of receipt of application and all information and appearances requested, of whether this application has been approved. This Lease Application must be signed by the lessee applicant and by the realtor or other person who acted as rental agent for the unit owner. I lessee (tenant) understand and agree that the Association, if it approves a Lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Association's Declaration, Bylaws, and the rules and regulations of the Association. I lessee (tenant) also understand and agree that if the lease to the unit is approved and any special assessment or installment of a regular assessment or any other monetary obligation due to the Association for a unit remains unpaid for at least thirty (30) days after the due date and a Claim of Lien has been recorded against the unit, then upon written notice mailed to both the owner and the lessee of such delinquency, both the owner and I lessee (tenant) agree that all future lease payments due under the lease shall be paid by the lessee (tenant) directly to the Association until such time as the Association notifies both the owner and lessee (tenant) that all sums due the Association have been paid in full. Such lease payments shall be funds of the Association to be utilized for any Association purpose at the discretion of the Board and shall only be remitted to the owner if full payment of all amounts due the Association have been paid by the owner and a Satisfaction of Claim of Lien has been recorded.

RULES & REGULATIONS ACKNOWLEDGEMENT:

I am aware of and agree to abide by any and all properly promulgated rules and regulations of the Monterrey Condominium Association, Inc. I acknowledge receipt of a copy of the Association rules and understand that I can be liable for violations regardless of whether such liability is expressed in the underlying lease between the unit owner and myself.

Initial →→→ Applicant's Initial _____ Co-Applicant/Spouse Initial _____

APPLICANT SIGNATURE:

DATED _____
Applicant (Sign and Print Name)

DATED _____
Co-Applicant (Sign and Print Name)

SIGNATURE - OWNER / REALTOR / RENTAL AGENCY:

I, Owner/Realtor/Rental Agency, agree to be responsible for the immediate correction of any violations by the Applicant, or guests of the Applicant, of the restrictive covenants or rules and regulations applicable to the Condominium, including termination of the lease and removal of the tenant.

Print Name Owner/Realty/Rental Agency

Signature of Owner/Realtor/Rental Agency

Email Owner/Realtor/Rental Agency

Phone of Owner/Realty/Rental Agency

FOR OFFICE USE ONLY:

APPLICATION APPROVED _____ DISAPPROVED _____

DATE: _____

BY: _____
Officer, Director or Authorized Representative

RULES AND REGULATIONS TO FOLLOW THIS APPLICATION.