

BROADWAY
PROMENADE

1064 N. Tamiami Trail Sarasota, FL 34236
PH 941-951-0260 FAX 941-953-3970
www.broadwaypromenade.net

Lease Application Package

Unit# _____

Date Submitted in Full _____

Applicant Name(s):

Phone 1: _____

Phone 2: _____

Email 1: _____

Email 2: _____

of occupants 1 2 3 4



For Association use only.

Approved _____

Not Approved _____

Association Representative: _____ Date _____



Broadway Promenade Condo Assn Inc

1064 N. Tamiami Trail, Sarasota, FL 34236

PHONE 941-951-0260 FAX 941-953-3970

broadway@broadwaypromenade.net

LEASE REQUIREMENTS FOR BROADWAY PROMENADE CONDOMINIUMS

- A. Applicants must obtain an Application to Lease from the Association Office or the website and submit the completed Application at least twenty-one (21) days prior to the scheduled lease commencement date (all paperwork required by the application must be submitted at this time) Incomplete Applications will not be processed.
- B. A non-refundable fee of \$75.00 for a criminal, financial and reference background check of the lessees is required. A separate \$75.00 fee is required for each adult occupant.
- C. Allow ten (10) business days for approval. A fee of \$25.00 will be charged for a five (5) day approval.
- D. A \$750.00 refundable security deposit is also required.
- E. Attendance at an orientation by the individuals involved in the lease is mandatory prior to or immediately following move-in. Call the management office to schedule an appointment.
- F. The lease form formerly approved by the Association shall be used for all leasing.
- G. All lessees are required to obtain renter's insurance and provide a copy to the Association Management office.

The Application Package is available from the Office or the website and contains requests for information regarding all prospective unit owners or lessees. Personal information is requested for all lessees and occupants. The information includes personal and financial information including residence and employment history. An Addendum to the Lease form is likewise available. The Association will run a criminal and credit background search as part of the approval process to assist in protecting the financial and physical well-being of the Association and its membership.

Upon receipt of the background check, review of the information and approval of the lease, the Association will issue a written approval in accordance with the Association's Governing Documents.

A Unit Owner shall be prohibited from leasing the Residential Unit for more than one term within a one (1) year period, with a minimum term of ninety (90) days.

All lessees must abide by the Association's Documents, including but not limited to the Association's Rules and Regulations.

Per the Condominium Documents, no one other than the Owner of a Unit is permitted to keep any approved pets on the Condominium Property.



AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize, **Broadway Promenade Condo Assoc Inc** herein referred to as *Association* and/or its assigns to conduct a comprehensive review of my background through a consumer report and/or an investigative consumer report to be generated for occupancy. Said report may contain information about me from consumer reporting agencies including but not limited to indebtedness, mode of living, present and previous employers and/or employment contracts, driving record/license, validity of social security number, personal references, criminal records, credit history through a consumer credit report, and any information that I have disclosed on my applications and/or any attachments, exhibits.

I authorize the *Association* may contact others who may be able to provide information as to my background, character, and general reputation and authorize without reservation any party or agency contacted by the *Association* to furnish the above mentioned information.

I hereby affirm that my answers to all questions on my application, this authorization form and/or any attachments, exhibits and/or resumes are true and correct and that I have not knowingly withheld any facts or circumstances that would, if disclosed affect my application.

This authorization and consent shall be valid in original, fax or photocopy form.

I authorize the ongoing procurement of the above-mentioned information/reports by the *Association* at any time during my occupancy with the *Association*.

The nature and scope of the consumer report and/or investigative consumer report along with the name, address and telephone number of the agency providing the report will be disclosed to you upon timely written request, and within 5 days of the request.

A copy of the consumer report and/or investigative consumer report, a copy of the Summary of Your Rights Under FCRA along with the name, address and telephone number of the agency furnishing the information will be provided before any adverse action is taken by the *Association* based on information contained in the report.

Upon proper identification and payment permissible by law, you have the right to request from the *Association* a copy of any information in its file on you at the time of your request.

By signing below, I acknowledge understanding of the purpose of this Authorization Form and its intended use.

Applicant Information

Print Name: _____ Social Security Number: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Driver License Number: _____ Driver's License State _____

IMPORTANT: The following information will be used by United Screening Services Corporation for identification purposes only to perform a background check. This information will not be used as part of the decision process of your prospective Association.

Maiden, Other and/or Former Name(s) _____

Race/National Origin: _____ Gender: Male Female Date of Birth: _____

Signature: _____ Date: _____



Apt No. _____ Apt Type _____ Occup. Date _____ Term Date _____

Application for Occupancy

Date _____

IMPORTANT: Each co-resident/co-applicant must submit separate applications.

PERSONAL INFORMATION

Applicants Name _____ Date of Birth _____ SS No _____
First Middle Last

Marital Status _____ Driver License No _____ State _____

Spouse's Name _____ Date of Birth _____ SS No _____
First Middle Last

Driver License No _____ State _____

Other Occupants

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Do you own pets? _____ If yes, type (breed) _____ Size/Weight _____

Have you, the co-applicant(s), and/or any occupant(s) ever been arrested, charged and/or convicted of a crime? _____ If Yes, Provide detailed explanation. (Use reverse side of this application)

Emergency contact (Name/Phone) _____

RESIDENT HISTORY

Present Street Address _____ State _____ Zip _____

Phone () _____ To/From _____ Monthly Payment \$ _____

Landlord's Name _____ Phone () _____

Reason For Moving _____

Previous Street Address _____ State _____ Zip _____

To/From _____ Monthly Payment \$ _____ Landlord's Name _____

Phone () _____ 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 () _____

Position _____ Date of employment _____ Gross weekly salary \$ _____

Previous employer _____ Supervisor _____

Address _____ Phone () _____

Position _____ Dates of employment _____ Gross weekly salary \$ _____

Spouses employer _____ Supervisor _____

Position _____ Phone () _____ Salary \$ _____

PERSONAL REFERENCES

Name _____ Phone () _____ Phone () _____

Name _____ Phone () _____ Phone () _____

Name _____ Phone () _____ Phone () _____

BANK INFORMATION

Account No _____ Account type _____ Bank Name and Branch _____

Account No _____ Account type _____ Bank Name and Branch _____

Account No _____ Account type _____ Bank Name and Branch _____

Account No _____ Account type _____ Bank Name and Branch _____

CHARACTER REFERENCE

Name _____ Phone No _____ Relation: _____

Name _____ Phone No _____ Relation: _____

(If necessary use reverse side of this application to list additional accounts)

VEHICLES

Year _____ Make _____ Tag No _____ State _____ Registered to _____

Year _____ Make _____ Tag No _____ State _____ Registered to _____

Year _____ Make _____ Tag No _____ State _____ Registered to _____

Applicant(s) has submitted the sum of \$ _____, which is non-refundable payment for credit check/background check processing and verification of the application. _____ and United Screening Services Corporation is hereby authorized and given the right to verify by reasonable means all of the information disclosed by the applicant(s) including but not limited to credit check, criminal history, eviction-civil records, landlord verification, and verification of employment, in this application, any additional documents in the application packet, exhibits and/or attachments. Applicant(s) certify that all of the information disclosed to is true and correct. Furthermore, applicant(s) certify it has not knowingly omitted any information from this application, any additional documents in the application packet, exhibits and/or attachments.

Applicant Signature _____ Date _____

Spouse Signature _____ Date _____

Interviewed by _____ Date _____

**RESIDENTIAL LEASE AGREEMENT FOR BROADWAY PROMENADE
CONDOMINIUM ASSOCIATION, INC.**

This agreement, made this ____ day of _____, 20__ , between _____ hereinafter referred to as the LANDLORD, and _____ hereinafter referred to as the TENANT, concerning the lease of the following described property: _____ Unit _____, Sarasota, FL. 34236 is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the owner(s) of the premises, its heirs, assigns or representatives and/or any agent(s) designated by the owner(s).

TERM OF LEASE: _____, 20__ to _____, 20__ . If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination.

OCCUPANTS: Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: _____ and _____. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

ADVANCE RENT: TENANT agrees to pay the sum of \$ _____ as advance rent representing payment for the last Month of lease term or any renewal.

RENT: TENANT agrees to pay the monthly rent amount of \$ _____ as rent on the first day of each month in advance without demand. Rent must be received by LANDLORD or its designated agent on or before the due date. A late fee of \$ ____ plus \$ ____ per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 1st day of each month. Cash payments are not accepted. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check dishonored checks will be subject to the greater of 5% of the check amount or a \$40.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The Imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the 1st day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent by certified mail.

PETS: TENANT shall not keep any animal or pet in or around the rental premises.

SECURITY DEPOSIT: TENANT agrees to pay LANDLORD the sum of \$ _____, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. The security deposit (and advance rent, if applicable) will be held in the following Manner. Deposited in a separate non-interest bearing account with _____.

Florida statutory law §83.46(3) Provides:

(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 last known mailing address of his 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 §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 forfeits his 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 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 his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida licensed real estate brokers and salespersons, 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 subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes. Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

ASSIGNMENTS: TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.

APPLICATION: If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy.

FIXTURES AND ALTERATIONS: TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

USE OF PREMISES; TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD

SMOKING: Smoking is NOT permitted inside the premises by TENANT, guests or invitees. TENANT understands that smoking inside the premises shall be considered a material default under this lease agreement.

RISK OF LOSS: All TENANTS personal property shall be at the risk of the TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. TENANT is required to secure insurance for personal property and provide a copy to LANDLORD and Broadway Promenade Condominium Association, Inc.

DEFAULT: (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S Violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and for Local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or tenants abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addendums attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement TENANT(s) shall be responsible for any leasing fee or commission charge, which LANDLORD may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by the condo association, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

ATTORNEY FEES: If LANDLORD employs an attorney due to TENANTS violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

UTILITIES: LANDLORD is responsible for providing the following utilities only: WATER, SEWER and GARBAGE. The TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities that TENANT is responsible for are still in LANDLORD's name at the time TENANT takes occupancy, TENANT agrees that LANDLORD order such utilities to be terminated. In the event a condominium association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, Internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, Tenant agrees and understands that Landlord and/or Agent shall not be required to replace, provide or pay for these removed services for Tenant. Tenant may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by association shall not be construed as a prohibited practice by Landlord or Agent nor shall it constitute a default under the lease. The failure of Tenant to retain and pay for essential services upon notice and demand by the Landlord or Agent shall constitute a material breach of the lease.

VEHICLES: Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without Landlord's prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense, Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises:

Year: _____ Make: _____ Model: _____ License #: _____ State: _____

Year: _____ Make: _____ Model: _____ License #: _____ State: _____

MAINTENANCE/INSPECTION: TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in "as is" condition without warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in

good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay or the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS and LIGHT BULBS. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing.

VACATING: At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. In the event not all keys are returned upon move out, there will be a minimum charge to be deducted from the security deposit in the amount of \$300.00 in addition to any cleaning charges or any other charges due under the terms of this lease.

RENEWAL: If LANDLORD consents to TENANT remaining in the premises after the natural expiration of this lease, and no new lease is signed, the tenancy will be extended as a month-to-month tenancy and may be terminated by TENANT giving written notice not less than 15 days prior to the end of any monthly payment period OR LANDLORD giving written notice not less than 15 days prior to the end of any monthly payment period. Termination of the tenancy shall occur on the last day of the month. Notice from TENANT to LANDLORD must be made by certified mail. All other conditions of this lease shall remain in effect. Failure to give 60 days' notice by TENANT prior to the end of the lease will result in additional liability of TENANT for the following full monthly rental period in addition to one month's rent. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

RIGHT OF ENTRY: LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD and Condominium Association has immediate right of entry in cases of emergency, or to protect or preserve the premise. TENANT, shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks

CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION: If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or if it becomes necessary, in the opinion of LANDLORD or its agent that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. TENANT agrees that in the event there is hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager as soon as any storm watch or warning is placed into effect.

WAIVERS: The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

INDEMNIFICATION: TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (Including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his agents, family or guests, or arising from TENANTS failure to comply with any applicable laws, statutes, ordinances or regulations.

DISPUTES AND LITIGATION: In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that if the premises are being managed by an agent for the record owner TENANT agrees to hold agent its heirs, employees and assigns harmless and shall look solely to the record owner of the premises in the event of a legal dispute.

INTEGRATION: This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

MODIFICATIONS: No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

RADON GAS: State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional Information regarding radon and radon testing may be obtained from your county public health unit."

ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

ADDITIONAL STIPULATIONS;

Tenant agrees to abide by all Association rules and regulations and may be evicted by Association for failure to comply. **A copy of Declaration of Condominium, By-Laws and Rules and Regulations have been provided to Tenant.**

ACCEPTANCE BY FACSIMILE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDUM:

MOLD ADDENDUM

SIGNATURE PAGE

_____ SIGNATURE - TENANT

_____ PRINTED NAME

_____ SIGNATURE - TENANT

_____ PRINTED NAME

_____ SIGNATURE - OWNER/AGENT

_____ PRINTED NAME

_____ SIGNATURE - OWNER/AGENT

_____ PRINTED NAME

OWNER/AGENT ADDRESS:

PHONE: (_ _ _) - _ _ - _ _ _

EMAIL: _____

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN _____ (LANDLORD) AND _____ (TENANTS) FOR THE PREMISES LOCATED AT _____ unit _____, Sarasota, FL 34236.

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

TENANT(S) AGREE TO:

- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE & WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR
- USE CEILING FANS IF PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN: BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS

TENANT(S) AGREE TO REPORT IN WRITING:

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- PLANT WATERING OVERFLOWS
- SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- ANY AND ALL MOISTURE AND MUSTY ODORS

- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER

SMALL AREAS OF MOLD: If mold has occurred on a small nonporous surface such as ceramic tile, formica, vinyl, flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, Tenant(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours

apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original Pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

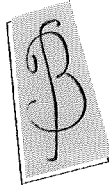
TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(a) agree to vacate the Premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and for TENANT(s) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) will be held responsible, for property damage to the dwelling and any health problems that may result, noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased premises. TENANT(S) shall hold Owner and Agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

HOLD HARMLESS: If the premises is or was managed by an Agent of the Owner, TENANT(S) shall hold agent harmless and shall took solely the property Owner In the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.



BROADWAY
PROMENADE

1064 N. Tamiami Trail Sarasota, FL 34236
PH 941-951-0260 FAX 941-953-3970
www.broadwaypromenade.net

PARCEL RECEIPT AUTHORIZATION

TO: BROADWAY PROMENADE CONDOMINIUM ASSOCIATION, INC.

FROM: Resident(s): _____ Unit# _____

The undersigned owner(s) or lessee(s) of the Unit listed above (the "Unit") of BROADWAY PROMENADE CONDOMINIUM ASSOCIATION, INC. (the "Association") to accept, receive, sign for and store any parcels, deliveries, or mail addressed to the Unit. No liability shall be imposed for the condition or substance of any such parcels 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: _____

ALL PARCELS MUST BE PICKED UP FROM THE RECEIVING DESK WITHIN 48 HOURS OF NOTIFICATION.



BROADWAY PROMENADE CONDOMINIUM ASSOCIATION, INC.

1064 N. Tamiami Trail, Sarasota, FL 34236

Phone: 941-951-0260 - Fax: 941-953-3970

www.broadwaypromenade.net

PARKING TAG REGISTRATION FORM

Parking Decal Number: _____ Unit Number: _____
Vehicle Owner: _____ Phone Number: _____
Vehicle Make: _____ Model: _____
Vehicle Year: _____ Color: _____ License Plate: _____ State: _____

____ Car ____ Truck ____ SUV ____ Van

_____ Parking Space Number

Please Note: Item 5 in the Broadway Promenade Rules and Regulations states:

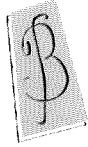
a) **Vehicles with an overall width exceeding 81" and/or an overall length exceeding 16' 6" are not permitted.**
Please review all parking space usage rules and regulations.

Registration of this vehicle does not guarantee approval regarding the size requirements in the parking garage.

Signature: _____

Issued By: _____

Date: _____



BROADWAY
PROMENADE

Broadway Promenade Condominium Assn Inc
1064 N. Tamiami Trail, Sarasota, FL 34236
broadway@broadwaypromenade.net
Phone 941-951-0260 – FAX 941-953-3970

UNIT ACCESS AUTHORIZATION
GUESTS and/or CONTRACTORS

I, _____, hereby authorize the following person(s) to enter
Unit Number _____ effective (date).

This authorization is valid through _____ (date).

(PLEASE BE SURE THAT PRINTING IS LEGIBLE)

<u>AUTHORIZED PERSON(S)/COMPANY</u>	<u>DESCRIPTION (Friend, family, business)</u>
_____	_____
_____	_____
_____	_____
_____	_____

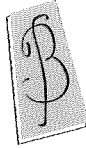
INSTRUCTIONS:

Owners or authorized persons, may access the property at will using fobs at designated entry points. The resident must authorize all other visitors to the property. You may authorize entry at any time with written confirmation. If you wish to authorize access to your unit during an absence from the property, use this form to designate such authorization. Once the management office has this authorization, access will be given to the above listed parties until further notice. Residents must make all arrangements for unit accesses with their guests (i.e. provide keys, fobs, etc.).

Contractors or service personnel are not allowed to use Proxy Keys; residents are responsible to provide them ONLY with UNIT KEYS.

The undersigned acknowledges and agrees to fully indemnify and hold harmless you and all of your officers, directors, members, employees and agents (including, without limitation, your management and security companies and their officers, directors and employees) for and from any and all misconduct or negligence of the person(s) named above, whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all attorney fees and court costs regardless of whether suit is brought or any appeal is taken there from).

OWNER/LESSEE SIGNATURE
TELEPHONE # : _____ FAX # : _____



BROADWAY
PROMENADE

Broadway Promenade Condo Assn Inc

1064 N. Tamiami Trail

Sarasota, FL 34236

www.Broadwaypromenade.net

broadway@broadwayprpmeande.net

PH 941-951-0260 ~ FAX 941-953-39

BROADWAY PROMENADE MOVE IN/MOVE OUT AND DELIVERY POLICY

All moves and deliveries require a MINIMUM 24 HOUR NOTICE and reservation of the elevator.

Move in, move out and deliveries are to be processed through the service elevator. Please notify your moving company/delivery services of our procedures. It is imperative that they understand that NO MOVE IN, MOVE OUT OR DELIVERY TRAFFIC IS ALLOWED THROUGH THE LOBBY. Kindly make sure that your movers and delivery companies have adequate transportation to move furnishings and construction materials from the receiving area to the service elevator. Elevator cab door dimensions are 7' high and 3.5' wide. The interior of the elevator dimensions are 65"x80"x105". There may be limitation to the size of furnishing and construction material transported on the service elevator.

MOVE IN/MOVE OUT

A move is defined as furniture, appliances or boxes taken to a Unit that requires three or more trips on an elevator utilized exclusively for a specific Unit in any 24 hour period.

Moving in or out is allowed between the hours of 9:00 am – 5:00 pm MONDAY THROUGH FRIDAY (holidays excluded). Moving SHALL NOT be permitted at all on Saturdays or Sundays. MOVERS MUST BE OUT OF THE BUILDING BY 5:00 pm.

IMMEDIATE notice to the Association is required if there is any delay in the start or completion of the move that will prevent the completions of the move on time or in a timely fashion.

DELIVERIES

Deliveries are defined as furniture, appliances or construction materials taken to a unit that can be transported in two or LESS trips on an elevator utilized exclusively for a specific unit in any 24 hour period. *Residents may make deliveries of small items purchased during the course of normal, everyday shopping, such as groceries, small appliances, televisions, stereos, etc... as long as exclusive use of the elevator is not required for the delivery and the delivery does not interfere with the day to day activities of the Association's Unit owners and residents.*

All Deliveries from Vendors must be scheduled with the Association and performed during normal delivery hours MONDAY – SATURDAY FROM 9am – 5pm.

BROADWAY PROMENADE MOVE IN/MOVE OUT AND DELIVERY POLICY

ACKNOWLEDGEMENT BY UNIT OWNER

I acknowledge receipt of the “Move-in/Move-out and Delivery Procedures” and understand that as Unit Owner/Lessee, I am liable for the expense of fines, damages, repairs and other related expenses, etc. due to negligence of my agents or employees. I hereby agree to comply with the Broadway Promenade Condominium Association’s move in/move out and delivery requirements and to cause my moving and delivery personnel to comply with them.

Unit # _____

Date _____

Print Unit Owner/Lessee Name: _____

Unit Owner/Lessee Signature: _____

Move in/Move out:

Day _____ Date _____ Time _____

Approval – Management or Board Member