

L'AMBIANCE



FORT LAUDERDALE

APPLICATION FOR LEASE

4240 Galt Ocean Drive, Fort Lauderdale, FL 33308

Phone: 954-565-2980 Fax: 954-565-8014

www.lambiancebeachcondo.com

L'Ambiance Beach Condominium Association, Inc.

LEASE APPLICATION PACKAGE

The Board of Directors and Management of L'Ambiance Beach Condominium; one of Fort Lauderdale's premier residences, would like to welcome and congratulate you on your decision to make this building your home.

As you might imagine, we have a process to ensure that the building and our residents comply with Florida Condominium Law and the L'Ambiance Declaration of Condominium, By-Laws and Rules and Regulations. Attached you will find several forms that need to be completed so that the review of your application can begin. We hope you find them simple and easy to understand. If you have any questions, feel free to contact the Management Office, whose number is listed below.

The following shall serve as a checklist for the forms that prospective Unit Owners and/or Lessee(s) are required to complete.

All forms must be completed in full. If any information is missing, the Application process will not begin and all forms will be returned.

- If a husband and wife are applying, only one Application need be submitted, and a fee of \$100.00 must be submitted with the Application. If the parties are not married, each party must file a separate Application and pay separate Application fees (\$100.00 each).
- A security deposit equal to one (1) month's rent shall be payable to L'Ambiance Beach Condominium Association, Inc., which will be deposited into a non-interest bearing escrow account. This deposit will be returned when the unit is vacated, providing there are no damages to the common elements of the building attributable to the Lessee(s). There is also a move-in or move-out fee of \$200.00 per day.
- Lessee(s) agrees to deliver the following documents to the Management office
 1. Copy of fully executed lease agreement (signed by all parties)
 2. Original Application for Lease (signed by all parties)
 3. Authorization to Release Information (If unmarried, each applicant must complete a Release)
 4. Compliance with Rules and Regulations (signed by all parties)
 5. Original Lease Addendum (signed by all parties)
 6. Entry Authorization Form (signed by all parties)
 7. Delivery & Contractor Building Protocol Form (signed by all parties)
 8. Three (3) written character references
 9. Application Fee (see above)
 10. Deposit equal to one (1) month's rent
 11. Move-in Fee - \$200.00, plus \$5000 Deposit (Deliver Upon Approval of Lease Application)

All forms must be completed in full. If any information is missing, the Application process will not begin and all forms will be returned. Complete Applications need to be returned to the Management Office a minimum of thirty (30) days prior to the lease start date.

- Owner maintenance assessments must be current up to the time of rental. If early approval is required, prepayment of assessments is required.
- Lease renewals require approval by the Board of Directors, and must be requested at least 60 days prior to renewal thereof. No fee is required for renewals.

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APPLICATION FOR LEASE

In accordance with the Declaration of Condominium of L'Ambiance Beach Condominium Association, Inc., as recorded in Broward County, Florida (OR Book 34709 Page 802), and all Amendments filed thereto, Owners may not lease less than an entire Unit or lease an entire Unit for a period of less than thirty (30) consecutive days, or enter into leases such that more than two (2) leases commence in any one (1) calendar year. Animals are **not permitted** within a leased unit. It shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers of title, leases, subleases or other occupation for which the occupant(s) pay rent, a fee or charge, of a Unit before such sale, transfer, lease, sublease or occupation for which the occupant(s) pay rent, a fee, or charge shall be valid and effective." **No more than two (2) persons per bedroom shall be allowed residency in any one Unit. All Guests remaining after 30 days must submit an Application for Residency with the Office.**

Condo Unit Number: _____ Parking Space Number(s): _____

Current Owner(s): _____

(Owner's must provide unit keys, mailbox key, wine locker key, and return any non-attached garage entry passes.)

I/We submit the following information to your Board of Directors regarding my/our proposed lease of the above referenced unit.

If Realtor(s) is/are participating, please provide the following information:

Realtor Name: _____ Phone: _____ Email: _____

Will Lessee's be paying rent directly to the Owner? ____ Yes ____ No, If no, who will be accepting rents paid on behalf of the Owner? _____

The following information must be completed in full by prospective Lessee(s):

An Application fee of \$100.00 for married couples or \$100.00 for each Individual making application to lease the unit must accompany this Application.

Full Legal Name

Date of Birth

Social Security Number

Name: _____

Name: _____

Note: As a result of the US Federal Fair Housing Act, the following information is required to be provided for all other Occupants who will reside in the Unit.

Full Legal Name

Date of Birth

Relationship

Name: _____

Name: _____

Name: _____

Name: _____

Applicant's Present Address: _____

Length of time at present address: _____ years Residence Phone: _____

Former Address: _____

Length of time at present address: _____ years Name of Landlord (If Applicable): _____

Employment: Are you presently employed? If so, please provide the following:

Applicant No. 1 Occupation & Employer: _____

Employer Address: _____ Employer Phone: _____

Applicant No. 2 Occupation & Employer: _____

Employer Address: _____ Employer Phone: _____

Name(s) of fraternal or civic organizations of which you are a member: _____

Vehicle Information: (You are only permitted to bring the number of vehicles for the number of parking spaces belonging to the unit. Parking in someone else's assigned spot will result in towing of your vehicle. There is a non-refundable fee of \$100.00 for each garage gate entry device.)

Make or Model of Vehicle	Year	Color	License Tag #	ST
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Bank References:

1. Name of Bank _____ () Checking () Savings

Bank Address: _____

Bank Officer to Contact: _____ Phone: _____

2. Name of Bank _____ () Checking () Savings

Bank Address: _____

Bank Officer to Contact: _____ Phone: _____

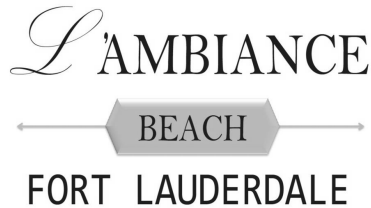
Credit References:

Name	Account No.	Address	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I/We, as proposed Lessee(s) of Unit _____, in L'Ambiance Beach Condominium Association, Inc., hereby authorize the Board of Directors, Management, and the Screening Committee to access any and all information requested in accordance with the attached Authorization to Release Information.

Applicant 1 Signature

Applicant 2 Signature



AUTHORIZATION TO RELEASE INFORMATION

This form is for the sole purpose of providing an authorization to release my/our information as indicated below. Three references, preferably local, are designated in the body of the Application.

AUTHORIZATION TO RELEASE BANKING, CREDIT, RESIDENCE, CRIMINAL BACKGROUND, EMPLOYMENT, BUSINESS AND EDUCATIONAL BACKGROUND INFORMATION

I/We have named you as a reference on my/our application for residency at L'Ambiance Beach Condominium.

You are hereby authorized to release and give to the L'Ambiance Beach Condominium Association or its attorney or representative any and all information requested concerning banking, credit, residence, educational background, employment and criminal references with my/our application.

I/We hereby waive any privileges I/We may have with respect to said information in reference to its release to the L'Ambiance Beach Condominium Association, Inc.

Photocopies and facsimiles of this Authorization may be made to facilitate multiple inquiries. In the event you do receive a photocopy or facsimile of this Authorization, it should be treated as an original and the requested information should be released to facilitate my/our application.

Printed Name: _____ Signature: _____ Date: _____

Printed Name: _____ Signature: _____ Date: _____

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COMPLIANCE WITH RULES AND REGULATIONS

1. I/We hereby agree for myself/us, and on behalf of all persons who may use the dwelling, which I seek to lease, to the following:
 - a. I/We will abide by all of the conditions contained in the By-Laws, Covenants, Rules and Regulations, and Restrictions which are, or in the future may be, imposed by L'Ambiance Beach Condominium.
 - b. I/We understand that subleasing or occupancy of this dwelling in my absence is prohibited, unless approved in writing by the Association.
 - c. I/We understand that I must be present when any visitors or children who are not permanent occupants of the unit use the recreational facilities.
 - d. I/We understand that any violation of the terms, provisions, conditions and covenants of L'Ambiance Beach Condominium is conditioned upon the truth and accuracy of this application and upon the approval of the Association. Any misrepresentation or falsification of information on these forms will result in the rejection of this application.
 - e. I/We understand that the Association may cause to be instituted such investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize L'Ambiance Management to make such investigation and agree that the information contained in the attached application may be used in such investigation and that the Association shall be held harmless from any action or claim by me/us in connection with the use of the information contained herein or any investigation conducted.
 - f. I/We understand and agree to enter into a Lease Addendum with L'Ambiance Beach Condominium Association, Inc.
 - g. I/We understand and agree that **Lessee(s) may not have pets within the unit**, nor may Lessee's guests bring pets to the unit or the Condominium property.
 - h. In making the foregoing application, I/We are aware that the decision of the Association will be final and no reason shall be given for any action taken. I agree to be governed by the determination of the Association.

Signature: _____ Printed Name: _____ Date: _____

Signature: _____ Printed Name: _____ Date: _____

IMPORTANT: If this Application is presented with any blanks or not properly completed, signed, and dated by ALL PARTIES, it will not be accepted and will be returned. We thank you for your assistance.

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ASSOCIATION LEASE ADDENDUM

THIS ADDENDUM TO THE LEASE is made and entered into this _____ day of _____ 20____, by and between _____ (hereinafter referred to as "LESSEE") and _____ (hereinafter referred to as "LESSOR") and L'Ambiance Beach Condominium Association, Inc., ("the Association"):

WITNESSETH

WHEREAS, the Association is the entity that operates the L'Ambiance Beach Condominium, which is located at 4240 Galt Ocean Drive, Fort Lauderdale, Florida ("the Property"); and

WHEREAS, the LESSOR is the owner of Unit _____ at L'Ambiance Beach Condominium; and

WHEREAS, LESSEE desires to lease the above mentioned Unit, and is requesting from the Association an approval for same; and

WHEREAS, the Association allows Units to be leased upon the prior written approval of the Board of Directors of the Association, and such lease is conditioned upon the LESSEE agreeing to abide by all of the terms and conditions set forth below as well as all of the terms, conditions and provisions of the Declaration of Condominium, the Article(s) of Incorporation, Bylaws, and Rules and Regulations (collectively the "Governing Documents"); and

WHEREAS, LESSEE is agreeable to abiding by the Governing Documents and those additional requirements as set forth below.

NOW THEREFORE, in consideration of the following mutual covenants and promises, the LESSOR, LESSEE, and the Association agree as follows:

- 1. Recital.** The above recitals are true and correct in all material respects.
- 2. FAILURE OF THE LESSEE TO COMPLY WITH THE GOVERNING DOCUMENTS.** Failure of the LESSEE to comply with the Governing Documents shall be grounds for termination of the Lease. In consideration of the Condominium Association's approval of the LESSEE, LESSOR hereby assigns to the Condominium Association all of LESSOR'S rights to enforce compliance with the Rules and Regulations as a material covenant of this Addendum together with all of LESSOR'S remedies under Chapter 83, Florida Statutes in the event of noncompliance. Such rights and remedies shall include, but not be limited to; (a) the right to serve notice of noncompliance and demand to cure upon LESSEE in the manner provided by Section 83.56, Florida Statutes, (b) the right to terminate the Lease and demand that the LESSEE vacate the premises upon a subsequent or continuing noncompliance within twelve (12) months, and, (c) the right to bring an action for possession in the Broward County Court on its own behalf and for the use and benefit of the LESSOR, as provided in Section 83.56, Florida Statutes. LESSOR hereby covenants and agrees to indemnify the Condominium Association in any legal

proceeding brought by the Condominium Association pursuant to this provision. LESSOR acknowledges that the Condominium Association's approval of LESSEE is subject to revocation at any time. LESSOR shall have a continuing duty to ensure that LESSEE is aware of and abides by the Governing Documents including any amendments thereof, and as delivered to the LESSEE from time to time. The Condominium Association shall be entitled to collect from LESSOR its monetary damages resulting from LESSEE'S noncompliance with the Rules and Regulations, including its attorneys' fees and costs in an action at law against LESSOR based on such noncompliance.

If the Association finds that the LESSEE shall have failed to comply with the terms of the Governing Documents or this Lease Addendum, then, the Association shall have the right to notify, both the LESSOR and LESSEE of such violation of the Governing Documents and/or this Lease Addendum, and, upon such violation, the Association may give the LESSEE and LESSOR written notice that the Association is terminating LESSEE's right of occupancy of the Unit, and thereupon, LESSEE shall have Ninety (90) days from the date of such notice to vacate the Unit. Both, LESSOR and LESSEE agree that in the event that the Association shall invoke this Ninety (90) day termination provision, that LESSOR and LESSEE each waive and relinquish any and all right that they may have to seek to avoid or overturn such termination notice.

3. AUTHORIZATION AGREEMENT TO COLLECT RENT UPON DELINQUENCY IN PAYMENTS OR DAMAGE TO THE CONDOMINIUM PROPERTY. If, at any time during the pendency or term of the lease, (a) LESSOR becomes delinquent (i.e. fails to pay within ten (10) days of the due date) in payment of assessments to the Condominium Association or; (b) if LESSOR, LESSEE, or the families or guests of either cause loss of or damage to condominium property for which any of such person refuses to make payment within ten (10) days of written request thereof, LESSOR and LESSEE agree the Condominium Association shall have the power, right and authority to demand and receive rental or any other payments due under the lease directly from the LESSEE and deduct such past-due assessments, costs and attorney's fees, if any, or damages as may be due the Condominium Association.

Further, LESSOR AND LESSEE agreed that LESSEE will pay the full rental or payments due to the Condominium Association, upon written demand. LESSOR expressly absolves LESSEE from any liability to LESSOR for such unpaid amount under the Lease Agreement, if such payment is made directly to the Condominium Association upon demand from the Condominium Association. If any funds are left over, the Condominium Association shall immediately remit the balance to LESSOR at the address listed in the Condominium Association's records. Should LESSEE fail to comply with the demand of the Condominium Association within three (3) days of receipt of a demand for payment hereunder, the Condominium Association is hereby granted the authority to obtain a termination of the tenancy, in the name of LESSOR, through eviction proceedings, or to seek injunctive relief of specific performance under this Addendum. LESSOR and LESSEE further agree that, if such legal action becomes necessary, the Condominium Association shall be entitled to recover reasonable attorney's fees and costs, including appeals, from LESSOR.

4. NOTICES. Any notice or other communication required or permitted hereunder must be in writing and must be delivered personally, sent by facsimile transmission, via email or sent by certified, registered, or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, or sent by facsimile transmission or, if mailed, five days after the date of deposit in the United States to the addresses as follows:

TO ASSOCIATION: L'Ambiance Beach Condominium Association, Inc.
Attention: Office Manager
4240 Galt Ocean Drive
Fort Lauderdale, Florida 33308
Tel#: 954-565-2980
Fax#: 954-565-8014
Email Address: Malinda@Lambiancebeachcondo.com

TO LESSEE: In the Name of Applicant(s) as indicated on Lease Application
Delivered to the Address of the L'Ambiance Condo Unit

TO LESSOR: Name: _____
Address: _____
Tel: _____
Email: _____

5. **Governing Law.** This Lease Addendum shall be exclusively governed by and construed in accordance with the Laws of the State of Florida.

6. **Binding Effect.** This Lease Addendum shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, heirs, executors, and legal representatives.

7. **Headings.** The headings in this Lease Addendum are for reference only and are not intended to affect the interpretation of this Lease Addendum.

8. **Attorneys' Fees.** The prevailing party in any proceeding in regards to this Lease Addendum shall be entitled to recover from the losing party the prevailing party's reasonable attorney's fees and court or arbitration costs, including those related to appeals. Should the LESSEE be required to pay attorneys' fees, such payment must be guaranteed by the LESSOR.

9. **Interpretation.** This Lease Addendum is the result of the joint efforts and negotiations of the parties hereto, with each party being represented or having the opportunity to be represented by legal counsel of its own choice. No single party is the author or drafter of this Lease Addendum or any of the provisions of it. Each of the parties assumes joint responsibility for the form and composition of all of the contents of this Lease Addendum and each party agrees that this Lease Addendum shall be interpreted as though each of the parties participated equally in the composition of it and each and every provision and part of it. The parties agree that the rule of judicial interpretation, to the effect that any ambiguity or uncertainty contained in an agreement is to be construed against the party who drafted the Lease Addendum, shall not be applied in the event of any disagreement of dispute arising out of the Lease Addendum.

10. **Waiver of Jury Trial.** THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON.

11. **Acknowledgement.** LESSOR and LESSEE acknowledge they have received the Governing Documents of L'Ambiance Beach Condominium Association as described in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

L'Ambiance Beach Condominium
Association, Inc.

LESSOR (1):

By: _____
Malinda Barrickman, LCAM, Manager
For the Board of Directors

By: _____ (Signature 1)

_____ (Print Name)

LESSOR (2):

By: _____ (Signature 2)

_____ (Print Name)

LESSEE (1):

By: _____ (Signature 1)

_____ (Print Name)

LESSEE (2):

By: _____ (Signature 1)

_____ (Print Name)

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ENTRY AUTHORIZATION

LESSEE NAME: _____ UNIT NO. : _____

LESSEE NAME: _____ UNIT NO. : _____

The following people are authorized to access the unit I intend to lease. I agree to take full responsibility for the actions of the people listed below should they in any way create a disturbance or damage the common elements. I also acknowledge that the unit key inside the Management office is for emergencies only and will not be utilized for guest's access to my unit.

<u>PRINT FIRST AND LAST NAME</u>	<u>PERMANENT ENTRY AUTHORIZATION</u>	<u>ARRIVAL DATE</u>	<u>DEPARTURE DATE</u>	<u>CALL FIRST OR ADMIT WITHOUT CALLING</u>
	Y () N ()			CALL () NO CALL ()
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PLEASE EXPLAIN THE RULES AND REGULATIONS OF THE ASSOCIATION TO ALL GUESTS, AND KEEP A COPY INSIDE YOUR CONDO UNIT FOR QUICK REFERENCE. THANK YOU.

Owner/Lessee Signature: _____

Date: _____

Owner/Lessee Signature: _____

Date: _____

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L'AMBIANCE BEACH CONDOMINIUM
Front Security Desk: 954-565-3105

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ASSOCIATION, INC.

DELIVERY PROTOCOL

All Homeowners and/or Tenants must follow the below procedures for Move-In, Move-Out, or for large scale deliveries to the building.

- a. All large scale move-in and move-outs must be scheduled through the Management office. A \$200.00 non-refundable moving fee will be charged to offset the cost of security personnel used to accompany movers. Large scale shall be defined as the initial move in, delivery of furnishings, replacement of furnishings as a result of condo renovation, or removal of furnishings due to a sale or lease of the condo unit. **The Association shall require a refundable deposit of \$5,000.00, payable one (1) week in advance of the move date.** If the damage deposit is not received within the appropriate time frame as indicated above, the move will be cancelled and moving personnel will not be permitted to enter the building. Once paid, this deposit will be immediately refunded after the move is complete, and an inspection of the common areas and common elements has been performed by Manager, and no damage was observed. If damage is observed by Manager, the amount of such damage shall be established and deducted from the deposit. The deduction for damages, if necessary, shall be made without any legal action required. In the event damages are determined and the established repair and/or replacement amount exceeds the deposit held by the Association, the Owner(s) and/or Lessee(s) of the Unit shall, within five (5) business days of notification, deliver additional funds to the Association's office in the amount necessary to make full and complete repairs. If the Owner(s) and/or Lessee(s) fail to pay the excess damage amount, the Association will go to court and the Owner(s) or Lessee(s) shall be liable for all attorneys' fees.
- b. All large scale deliveries must also be scheduled with the Front Desk (954-565-3105) at least 5 days in advance.
- c. Unit Owners are responsible to provide access to their unit.
- d. Please refer to the Delivery & Contractor Entry Protocol form (attached).
- e. All vendors and contractors must provide the Office with proof of insurance (General Liability and Worker's Compensation coverage), and commercial business licenses prior to arrival. These forms can be faxed or emailed to: Dianeb@Lambiancebeachcondo.com.
- f. All vendors and contractors must sign in at the front desk upon arrival, and deliver a driver's license or other photo identification which will be returned when leaving the building for the day.
- g. All vendor and contractor trucks must be capable of parking within the garage, or must park down the street (South of building) in the designated parking lot. All on-site vehicles must be parked by the Valet.
- h. Upon checking in, Front Desk Security will instruct Contractors and/or Delivery personnel how to proceed to the receiving area where they will meet a security guard who will accompany them to the unit.
- i. Deliveries are permitted between the hours of 8:00AM and 4:00PM Monday thru Friday, except during holidays.

FOR ADDITIONAL INFORMATION PLEASE REFER TO OUR CONTRACTOR REQUIREMENTS

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CONTRACTOR REQUIREMENTS

Please submit the following to the Management Office or Front Desk for review to provide approval of the project prior to commencement of work:

- Copy of your Contractor Licenses (State, County, City).
 - Certificate of Insurance naming L'Ambiance Beach Condo Association as Loss Payee, and including General Liability and Worker's Compensation.
 - Copy of Contractor/Owner Contract as executed by Homeowner(s).
 - Copy of Drawings and/or Plans (if applicable).
 - Certificate of Sounds Suppressant (for tile work only) and product sample.
 - Copy of Building Department Permit (if required) prior to beginning work.
 - General Contractor is responsible to submit all required licenses and insurance certificates for each Sub-Contractor.
 - Contractor shall provide a list of all employees who will participate in the onsite project.
 - Contractor must call the Front Desk to schedule large deliveries through our Receiving Area (954) 565-3105.
1. Unit Owners who contract for services are responsible to provide access to Contractor's. The Association will not assume this responsibility.
 2. All common area carpeting must be covered prior to commencing work in the unit. Carpet covering must be adhered to the existing carpet without causing damage, and must be removed at the end of day or as requested by Management.
 3. Contractor is responsible to remove and dispose of all debris offsite and may not use the trash chute or other disposal within the unit or community. Any violation of this requirement may result in the Contractor being banned from working within the building.
 4. Contractor and other Service Personnel must check in at the Front Desk, and provide a Driver's License or other photo I.D., which will remain at Security until departure at the end of day.
 5. Subsequent to check-in, Contractor shall not be permitted to enter and exit through the lobby, nor shall Contractor or other Service Personnel use the community bathroom facilities in the main lobby. **During unit construction, one (1) bathroom within the unit must be available for use by Contractor's and/or other service personnel.**
 6. Approved work hours are 8:00 AM until 4:30PM Monday through Friday, except that plumbing and electrical work and work involving cutting into the building walls, floors, or ceilings must end by 4PM, while maintenance staff is still on duty and available to address any issues which may arise. Elevator use for materials, tools, etc., is prohibited after 4:00PM. All contractors and their vehicles must be off the property by 5:00 PM, unless otherwise approved by Management or the Board of Directors.
 7. No work may be performed on Saturday or Sunday, or on the following Holidays: Christmas Eve through January 1st, Good Friday through Monday, Memorial Day, Independence Day (July 4th), Labor Day, and Thanksgiving and following Friday, unless otherwise approved by Management.

FOR ADDITIONAL INFORMATION PLEASE REVIEW OUR DELIVERY PROTOCOL