

The Landings Maintenance Association, Inc.

Rental Application

This rental application (the “Rental Application”) and the Standard Terms and Conditions and the attached information (the “Attachments”) that are herein incorporated by reference, are collectively referred to as the “Application”.

1. Parties To This Application:

	Association Information	Homeowner Information	Tenant Information
Name:	The Landings Maintenance Assoc, Inc. c/o Pro Community Management		
Address:	2645 Executive Park Drive		
City, State, Zip Code	Weston, FL 33331		
Attention:	Larry Ellman		
Telephone:	(954) 349-1037		
Email Address:	larry@procommunitymgnt.com		

2. Rental Information:

<u>Rental Address</u>	
Address	
City, State, Zip	Weston, FL 33327
<u>Lease Term (excluding renewal terms)</u>	
Start Date	
End Date	

3. Specific Terms:

Purpose: This Application sets forth the terms and conditions under which the Tenant shall rent a home in The Landings from the Homeowner pursuant to the Florida Statutes and the rules, regulations and policies of The Landings Maintenance Association, Inc. (“Association”).

Required Information: Pursuant to this Application, the Homeowner and/or Tenant shall:

1. Provide a copy of the Lease Agreement (Attachment A).
2. Provide information about the Tenant (Attachment B).
3. Agree to authorize a background check of all Tenants 18 years and older (Attachment C).
4. Abide by Florida statutes and all the rules and regulations of the Association (Attachment D).
5. Pay the Fees and Deposit.
6. Agree to a personal interview if requested in writing by the Association.

Tenants who are not United States citizens or permanent residents shall also provide the following:

1. Valid passport.
2. Valid visa (if required by the United States government) whose expiration date is later than the end date of the Lease Agreement.
3. Valid driver’s license.

The processing of this Application is approximately fifteen (15) days from the date that all required information, documents and payments are received by the Association or its managing agent.

Incomplete Applications will be returned and will delay processing.

Rental Guidelines:

Association Approval Required

A Homeowner may lease his or her home as long as the lease and the occupancy contemplated by the lease have been approved in advance, in writing, by the Association.

The Lease Agreement shall be in writing.

No application for leasing will be considered if the homeowner's account with the Association is in arrears by any sum greater than \$25.00 or if there are any pending or existing property violations.

Lease Renewals

Notwithstanding that the Lease Agreement may contain an automatic renewal, the Homeowner and Tenant acknowledge that the Tenant must apply to the Association for the renewal term and must be approved by the Association for the renewal term.

Tenant

Tenant shall include each family member or other person 18 years and older who resides at the Rental Address during the Term of the Lease Agreement, all of whom agree to be bound by the terms of this Application.

The names, relationships and ages of all Tenants and other persons who reside at the Rental Address are listed in Attachment B –Tenant Information.

Occupancy

Only the total home may be rented. Rent-sharing, the rental of rooms or a portion of the home is prohibited. There shall be no subdivisions or subleasing of the home. The home may only be occupied by tenants as a single family residence.

Vehicles and Parking

In accordance with Florida state law, all Tenant vehicles must have a valid license plate and insurance coverage and be in working, roadworthy order.

The Association does not allow commercial vehicles of any kind, trucks, campers, mobile homes, motor homes, house trailers, trailers, recreational vehicles, boats, boat trailers, horse trailers or horse vans to be parked at any place in the community, except in an enclosed garage.

The Association does not allow overnight parking street parking of vehicles on its roadways. Violations may result in fines assessed against the Tenant and/or Homeowner.

Tenant may purchase an RFID entry gate tag from the property manager (to use the homeowners' entry lane) for each Tenant vehicle during the Term of the Lease Agreement.

Collection of Rent From Tenant Upon Homeowner Default

The Homeowner, Tenant and Association understand that pursuant to Paragraph 8(a) of Section 720.3085 of the Florida Statutes, the Association is authorized to demand that the Tenant pay to the Association the rental payments, subsequent to a homeowner default to the Association, and continue make such payments until all the monetary obligations of the Homeowner related to the parcel have been paid in full to the Association.

Accordingly, the Homeowner authorizes the Tenant to pay the monthly rent directly to the Association to cure any and all monies owed to the Association by the Homeowner during the Term of the Lease Agreement upon receipt of written notice from the Association and/or its legal counsel pursuant to Section 720.3085 of the Florida Statutes. Homeowner further agrees and acknowledges that any notice to Tenant of homeowner's past due monetary obligation to the Association shall not constitute a violation of the Fair Debt Collection Practices Act by the Association, its agent(s) or attorney(s) and that Homeowner specifically authorizes the Association, its agent(s) and/or its attorney(s) to convey any information related to the homeowner's monetary default to Tenant only in conjunction with the demand and subsequent communication in regard to the payment of rent to the Association. Homeowner specifically agrees and acknowledges that the Association, its agent(s) and its attorneys are hereby provided with third party authorization to release such information.

The Tenant shall continue to make such payments to the Association until Tenant receives written notice that all monies owed to the Association have been paid in full, at which point the Tenant shall resume the payment of rental payments directly to the Homeowner.

Termination of Lease Agreement By Association

All leases shall automatically be deemed to include the following language:

The Association shall have the right to terminate the Lease Agreement in the name of and as agent for the Homeowner upon default of the Tenant in observing any of the provisions of the Declaration of Covenants, Articles of Incorporation and By-Laws of the Association and its applicable provisions of any agreement, document or instrument governing the Association or rules and policies or other provisions of any agreement administered by the Association (“Governing Documents”).

The Tenant and Homeowner acknowledge and agree that the Association shall have the right to collect from the Tenant and the Homeowner, jointly and severally, all expenses of litigation, including attorney’s fees, in the event that litigation proceedings must be instituted against the Tenant (including any attorney’s fees and costs related to any Appeal).

Tenant Background Check

For each Tenant 18 years and older, a consumer report and/or investigative consumer report including information concerning the Tenant’s character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and or indebtedness may be obtained in connection with this Application.

Each Tenant 18 years and older shall complete Attachment C –Tenant Background Check Form which includes:

1. Residential Screening Request
2. Disclosure and Authorization Application
3. Copy of Driver’s License

Escrow Deposit

Homeowner shall place five hundred dollars (\$500.00) in escrow with the Association, which the Association may use to:

- Repair any damage to the Common Areas or other portions of The Landings resulting from acts or omissions of the Tenant (as determined in the sole discretion of the Association).
- Cure, satisfy or reduce any monetary or financial obligation of Homeowner to the Association.

The Association shall not be required to pay or remit any interest on the escrowed funds.

The Homeowner will be jointly and severally liable with the Tenant to the Association for any amount in excess of \$500 which is required by the Association to make repairs or to pay any claim for injury or damage to property caused by the acts or omissions of the Tenant.

Any balance remaining in the escrow account, less an administrative fee not to exceed \$50 and exclusive of any interest retained by the Association, shall be returned to the Homeowner within 90 days after the Tenant vacates the home.

Other Criteria:

This Application may be denied if any of the following criteria apply:

1. Tenant provides false or misleading information on this Application.
2. The Application or subsequent investigation indicates that the Tenant intends to conduct himself or herself inconsistently with the Association’s Governing Documents.
3. The Homeowner allowed the Tenant to take possession of the home prior to approval by the Association.

4. Tenant has a criminal history with includes any one of the following:
 - (a) Has been found guilty or pled no contest, irrespective if adjudication is withheld or not, of any felony, within the last ten (10) years or any misdemeanor involving violence to persons , destruction/theft of property or demonstrating dishonesty or moral turpitude within the last five (5) years.
 - (b) Notwithstanding, any person who is found guilty or otherwise pleads no contest to any first or second degree murder or any charge/indictment of sexual battery, sexual assault or aggravated stalking shall never be eligible to rent/lease within the Association irrespective of adjudication is withheld or not.
 - (c) The terms felony or misdemeanor shall refer to those crimes categorized as such by the jurisdiction where the alleged crime was committed. Absent such designation by the aforementioned jurisdiction, the Association may categorize the criminal activity based on how it would be categorized under Florida law.
5. The Tenant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.
6. The Tenant has been evicted within the last two (2) years.
7. Tenant's income and source of income cannot be verified.
8. Tenant's monthly gross household income is less than 3x the monthly rental in the Lease Agreement.
9. The Tenant has a history of financial irresponsibility, including an active bankruptcy or foreclosure, or a discharged/dismissed bankruptcy or foreclosure within the last two (2) years.
10. The Tenant failed to provide the information, and/or pay fees, and/ or make himself or herself available for a personal interview that was requested in writing, required to process the Application in a timely manner.
11. All assessments, fines and other charges against the home have not been paid in full by the Homeowner.

Payment of
Fees and Deposit:

Tenant shall submit two separate non-refundable money orders or cashier's checks with this Application.

- | | | |
|-------------------------|-------|---|
| 1. Application Fee | \$100 | |
| 2. Background Check Fee | \$50 | U.S. Background Check (U.S. citizens and permanent residents) |
| | \$250 | International Background Check (non U.S. citizens or permanent residents) |

Background Check Fee shall be paid for each Tenant 18 years or older.

Make payments payable to Pro Community Management Inc.

Homeowner shall submit a money order or cashier's check with this Application.

1. Escrow Deposit \$500

Make payment payable to The Landings Maintenance Association Inc.

Lease Application and
Conflict of Terms:

See Attachment A - Lease Agreement between the Tenant and Homeowner (“Lease Agreement”).

In the event that there is any conflict of terms, this Application, the Florida statutes and the Governing Documents shall supersede the terms of the Lease Agreement.

Representations and
Acknowledgements:

Homeowner represents that Homeowner is current with the payment of any Association assessments and is not in violation of any of the Association’s rules and policies.

Homeowner acknowledges that Homeowner is responsible for the maintenance of the home and the property in accordance with the Association’s rules, regulations and policies.

Homeowner acknowledges that Homeowner is responsible for the timely payment of all Association assessments.

Homeowner and Tenant acknowledge that subleasing is not permitted.

Tenant has read and understands and shall be bound by The Landings Rules, Regulations and Policies pursuant to Attachment D.

Attachments:

- Attachment A Lease Agreement between Tenant and Homeowner
- Attachment B Tenant Information
- Attachment C Tenant Background Check Form
- Attachment D The Landings Rules, Regulations and Policies

The Tenant and Homeowner certify that all the information submitted is true and correct.
Any false or misleading information are reasonable grounds for denial of this Application.

The Tenant and Homeowner have duly executed this Application as of the latest date indicated below.

Homeowner(s)

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

Tenants (18 Years and Older)

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

The Landings Maintenance Association, Inc.
FOR OFFICE USE ONLY

Date Received
(All information): _____

Approved/Disapproved: _____

By: _____

Name: _____

Date: _____

The Landings Maintenance Association, Inc.

Rental Application
Standard Terms and Conditions

1. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT OR OTHERWISE) WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY OR ANY OTHER PERSON: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (B) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

2. Indemnification. Tenant hereby indemnifies and holds harmless Association, its officers, directors, committee members, management company, and employees, against any and all claims and costs for damage to the person or property of others, including the attorneys' fees and costs incurred defending such claims, arising out the terms of this Application, including any reports furnished to the Property Manager or the Association.

3. Assignment. Tenant shall not let, assign or transfer this Application or any part thereof, or any interest therein, without the prior written consent of Association which consent may be withheld in Association's sole discretion.

4. Severability. If any term or condition of this Application is held to be unenforceable, it will be reformed only to the extent necessary to make it enforceable, and will not affect the enforceability of the remaining provisions hereof.

5. Confidentiality. "Confidential Information" means the terms of this Application and any and all information that is conspicuously designated as confidential or proprietary, or if provided orally, identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure. Each party hereby agrees that it will not disclose to a third party any Confidential Information received from the other party, or use or copy any Confidential Information received from the other party for any purpose other than as expressly permitted under the terms of this Application, as necessary to perform a party's obligations under this Application, or as expressly authorized in writing by the other party. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect

its own confidential information of like nature, but in no circumstances less than reasonable care.

6. Jurisdiction. This Application will be governed by, and construed in accordance with, the laws of the state of Florida without regard to conflicts of laws provisions thereof. In any action based upon, arising from, or relating to this Application, (a) each of the parties irrevocably consents to the exclusive jurisdiction and venue of the courts located in Broward County, Florida; (b) each of the parties irrevocably waives the right to trial by jury; and (c) each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice in accordance with this Application. In any action relating to the subject matter of this Application, the prevailing party will be entitled to recover reasonable legal fees and related costs.

7. Notices. Written communications related to this Application, including notices to the receiving party's designated representative are to be sent to the address (physical, e-mail or facsimile) specified in Section 1 Parties to this Application and Homeowner and Rental Address on the first page of this Application. The parties consent to the use of electronic means to send and receive communications in connection with the business relationship arising out of this Application, and such communications are acceptable as a signed writing.

8. Section Headings. The section headings contained in this Application are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions of this Application.

9. Counterparts. This Application may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

10. Entire Application. The terms and provisions of the Application represent the complete Application and understanding between the parties and supersede all other Applications, written or oral, regarding its subject matter. There shall be no change in any of the provisions of this Application without the prior written approval of the parties.

Lease Agreement Between Tenant and Homeowner

Tenant Information

Tenant Information

	<u>Primary</u>	<u>Secondary</u>
Tenant Name:	_____	_____
Current Address:	_____	_____
Tenant Phone: Home	_____	_____
Cell	_____	_____
Tenant Email:	_____	_____
Social Security #:	_____	_____
Date of Birth:	_____	_____
Employer:	_____	_____
Position:	_____	_____
# Years at Employer:	_____	_____

Additional Persons Occupying The Home Not listed Above

	<u>Name</u>	<u>Relationship</u>	<u>Age</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Pet Information

	<u>Type</u>	<u>Breed</u>	<u>Color</u>	<u>Weight</u>	<u>License #</u>	<u>State</u>
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____

The Association rules limit 2 dogs/cats per household.

Automobile Information

	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>License #</u>	<u>State</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____

Tenant Emergency Contact Information

Name: _____
Address: _____
Phone: Cell: _____ Home: _____
Relationship: _____

The Landings Maintenance Association Inc.
Tenant Background Check Form

Each Tenant 18 Years and Older Needs to Complete a Separate Form

The Tenant Background Check Form has 3 parts:

1. Residential Screening Request
2. Disclosure and Authorization Application
3. Copy of Driver's License

Residential Screening Request

First: _____ Middle: _____ Last: _____

Address: _____

City: _____ State: _____ Zip: _____

SSN: _____ DOB: (MM/DD/YYYY) _____

Home Phone: _____ Mobile: _____

Current Employer

Company: _____ Phone: _____

Title: _____ Salary: _____

Employed (MM/YY) From: ____ To: ____ Supervisor: _____

Current Landlord

Company: _____ Phone: _____

Landlord: _____ Monthly Rent: _____

Rented: From: _____ To: _____

continued

The Landings Maintenance Association, Inc.
DISCLOSURE AND AUTHORIZATION AGREEMENT
REGARDING CONSUMER REPORTS

Property Address Purchasing/Renting _____

Criminal / Background Check _____

Applicant Please Initial

DISCLOSURE

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for and/or continued residence. **A consumer report and/or an investigative consumer report may be obtained at any time during the application process or during your residence.** Upon timely written request of the management, and within 5 days of the request, the name, address and phone number of the reporting agency and the nature and scope of the investigative consumer report will be disclosed to you. Before any adverse action is taken, based in whole or in part on the information contained in the consumer report, you will be provided a copy of the report, the name, address and telephone number of the reporting agency, and a summary of your rights under the Fair Credit Reporting Act.

AUTHORIZATION

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheck USA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

READ, ACKNOWLEDGED AND AUTHORIZED

Signature: _____ Date: _____

Print Name: _____

- For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.

PLEASE NOTE: EACH APPLICANT MUST COMPLETE AND SIGN A DISCLOSURE AUTHORIZATION AGREEMENT

The Landings Rules, Regulations and Policies

The Association's website www.thelandingsatweston.com includes the rules, regulations and policies for homeowners and tenants as well as other information about the Association.

The following are on the Homepage on the website:

- Weekly and Bulk Trash Pickup
- Commercial Vehicle Delivery Hours

The following are under the Forms & Docs section on the website:

The Organizational Documents

- Declaration of Covenants
- Articles of Incorporation
- By Laws

Florida Statutes

- Homeowners' Associations (Section 720)

Architectural Review Form

Park Reservation Form

The following are under the Rules & Policies section on the website:

- Community Guide – Rules and Policies
- Quarterly Assessments and Late Payments
- Gate Tags and Fees