

TENANT APPLICATION CHECKLIST

DATE RECEIVED: _____

Unit# _____

Applicant's Name: _____

Co-applicant's Name: _____

Lease Begins: _____

Lease Ends: _____

- Fully Executed Lease
- Copy Driver License(s) (Copy of Passport(s) for non-US applicants)
- Fully Executed Rental Application and Authorization for Background Check
- Contact Information Form
- Fully Executed Indemnification & Release Form
- Fully Executed Authorization Agreement to Collect Rent Upon Delinquency in Maintenance Dues
- Fully Executed Security Deposit Form
- Fully Executed Unit Owner Transfer of Rights Acknowledgement
- Vehicle Registration Form & Vehicles Insurance
- Fully Executed Rules & Regulations Disclosures (by Tenants)
- Security Deposit from equivalent to one (1) month's rent. Deposit Amount: \$ _____
- Application Fee (non-refundable) \$150 per EACH adult over 18 (except for official married couple or parent/child whose total fee is \$150). Make checks to The Pinnacle Condominium Association, Inc.
- Owner is current with maintenance and special assessment payments
- Renter's Insurance, naming The Pinnacle Condominium Association, Inc., as co-insured (\$300K Liability)
- Tenant Screening – done by: _____ Date: _____

Parking Decal(s): _____

FOB(s): _____

Comments: _____

Board Approval by: _____

Date: _____

Name & Title: _____

PINNACLE CONDOMINIUM ASSOCIATION, INC.

PROSPECTIVE TENANT APPLICATION



RENTERS ARE NOT ALLOWED TO HAVE PETS OF ANY KIND

THE PINNACLE IS A NON-SMOKING BUILDING*

**ANY MISREPRESENTATION ON THE TENANT'S APPLICATION FORM SHALL BE
GROUNDS FOR DENIAL OF THE TENANT'S APPLICATION**

**THE ASSOCIATION WILL TAKE UP TO 14 DAYS TO REVIEW THE TENANT'S
APPLICATION ONCE IT IS RECEIVED FULLY COMPLETED & EXECUTED**

*THE SMOKING PROVISION DOES NOT APPLY TO OWNERS THAT MAY BE GRANDFATHERED IN.

Move-ins/Move-outs are permitted only from Monday through Friday between 9:00 AM and 4:00 PM. (No Weekends or Holidays) and must be scheduled with the building management office with a 72-hour advance notice prior to the Move-in/Move out date. Fines will be issued and deducted from the security deposit for rule violations.

- INSTRUCTIONS:**
1. If applicants are not legally married, an application on each person must be completed.
 2. Print legibly or type all information. Account and telephone numbers and complete addresses are required. If any question is not answered or left blank, this application may be returned, not processed and not approved.
 3. Missing information will cause delays in processing your application.
 4. Only the applicants are authorized to sign all forms.

PINNACLE CONDOMINIUM ASSOCIATION, INC.

PROSPECTIVE TENANT SCREENING GUIDELINES

In order to promote the health, happiness and peace of mind of a majority of the Unit Owners, to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the leasing of condominium units is restricted. No lease of a Unit shall be valid without the approval of the Condominium Association Board of Directors. Notice of the proposed lease shall be made as provided herein and other rules and regulations established by the Board of Directors from time to time.

In addition to all information and items listed on the application for lease, the Association's Board of Directors is looking at the following factors to approve a prospective tenant. These guidelines are meant for directional purposes and are not a guarantee that an application will be approved. All applications are considered on a case-by-case basis by the Association.

TRANSFER FEE

A Transfer fee of \$150.00 per applicant other than husband and wife, which are considered one applicant, must be paid along with the application. Each individual who is to occupy the property must be listed on the application. Each applicant 18 years of age or older who will lease and/or occupy the unit must submit an application.

APPLICATION PROCEDURE

Each application will be evaluated in the following manner: a prospective tenant must submit a written application on the Association's standard form; provide all requested financial documentation; submit to a background and credit screening; answer all questions on the form completely and honestly; and submit any other documentation reasonably requested by the Association to process the application. Approval of the applicant will not be completed until the applicant has submitted a fully completed application, supporting documentation requested by the Association necessary to process the application and all appropriate transfer/application fees are paid. Incomplete applications will not be processed. The Association shall process any applications within fourteen (14) days of receipt of the application and all other information reasonably requested by the Association's Board of Directors to approve or disapprove the lease transaction. If approved, the approval shall be so stated in a Certificate executed by an officer of the Association. If rejected, the tenancy or occupancy pursuant to the lease shall not take place. If the Association ONCE AN APPLICATION IS DENIED, NO RE-APPLICATION IS ALLOWED FOR THE SAME PERSON(S). ADDING SOMEONE TO THE APPLICATION DOES NOT CHANGE THE BASIS TO DENY THE ORIGINAL APPLICANT THAT IS STILL ON THE AMENDED APPLICATION.

The Association reserves the right to interview prospective renters before approving (or disapproving) any Lease.

The Association rules set forth that the board reserves the right to disapprove any lease, in the event the prospective Renter has criminal record, or for any other reason. The guidelines herein provide guidance as to the other reasons a tenant may be denied.

APPROVAL CRITERIA

Renters Insurance

In the case of a lease, the Association has the right to require as a condition to permitting the leasing of a unit, the tenant obtaining insurance with a minimum liability insurance coverage of Three Hundred Thousand Dollars (\$300,000.00) and naming the Association as the co-insured.

Credit History

A credit report must be available and will be obtained for each applicant from Retail Merchants/Equifax, or similar credit reporting agency. Each applicant must have a credit score, 650 or greater. The prospective applicant shall execute all documentation and authorizations necessary to conduct the credit check.

The prospective tenant must not have had any bankruptcy filings within the last seven (7) years.

The prospective tenant must not have had any foreclosure actions filed against the applicant within the last seven (7) years.

Residential History

The prospective tenant must not have had any evictions against him/her in the last seven (7) years. The prospective tenant must not have any lawsuits or disputes of record alleging that the prospective tenants have failed to follow the governing rules of any Condominium or Homeowners Association or that of its prior Landlord which may subject the prospective tenant to denial.

Criminal History

Applicants who have criminal history reflecting violent felonies, felonies which involve fraud or theft, forgery, ID theft, or other moral turpitude and other felonies will be denied if the crimes were committed within the last seven (7) years. Any drug conviction, plea, felony or misdemeanor, or charge with pending or no-pros hist01y for possession, manufacture, sale or use within the last seven (7) years will be denied. The prospective applicant shall execute all documentation and authorizations necessary to conduct the background check.



Other Factors

The following is a list of items required before an application is reviewed:

- o \$150.00 Transfer fee per applicant (money order or cashier's check only, cash and personal checks will not be accepted)
- o **Completely filled out application**
- o A copy of the lease agreement (The Association reserves the right to require a standard form lease be used).
- o Pay stubs from a current employer or other verifiable proof of income, tax returns, and recent bank statements.
- o For those persons who earn pay primarily from "tips" or "gratuities" - proof of this income as a pay stub or from the most recent tax filing
- o Results from background check and credit score check.
- o Vehicle registration, insurance and driver's license, all of which must indicate that the applicant is the registered, insured, owner of the vehicle
- o And any other information the applicant wishes to provide the Association for consideration.

Once all of these above items are turned into the office for review, the application will be reviewed by the Association. The following are the considerations for approval. Keep in mind that not only is the Association reviewing all of the above documents, but also all information derived from the above documents and any other documentation discovered by the Association in processing the application. During the review many factors are considered and may include any or all of the following as qualifying or disqualifying criteria.

- o Income to debt ratio
- o Number of accounts in collections
- o Overall credit score
- o Financial risk to both the Owner and the Association
- o Verifiable employment
- o Length of verifiable employment
- o Previous employment history
- o Verification of all items listed on any part of the previously listed documents required for a complete application
- o Misleading or incorrect information on the any of the previously listed documents required for a complete application
- o Criminal Background and history
- o Interaction with office staff during the application process
- o History of compliance with prior Association's governing documents and other Rules and Regulations.



APPLICATION FOR OCCUPANCY/APPROVAL

Purchase _____ or Lease _____ (how long) Apt. No. _____ Date _____ 20 ____

Name _____ Date of Birth _____ Social Security No. _____

Spouse _____ Date of Birth _____ Social Security No. _____

() Single () Married () Widow(er) () Separated _____ () Divorced _____ Maiden Name _____
(How Long)

Number of persons who will occupy: Adults (Over age 18) _____ Children (under age 18) _____

Names and ages of children who will occupy: _____

In case of emergency notify: _____ / _____
Name Full Address Relationship Telephone

PART 1 – RESIDENCE HISTORY

A. Present Address _____ phone () _____
(Street Address, Apt. No., City, State, Zip Code, Country)

B. Previous Address _____ Phone () _____
(Street Address, Apt. No., City, State, Zip Code, Country)

C. IF EITHER / BOTH ADDRESSES ABOVE ARE LESS THAN ONE (1) YEAR, PLEASE ENTER PRIOR ADDRESS BELOW:

Prior Address _____ Phone () _____
(Street Address, Apt. No., City, State, Zip Code, Country)

PART 2 – EMPLOYMENT

A. If Retired: Monthly Income _____ (or) Annual Income _____

B. Employed by (Business Name) _____

How Long _____ Dept. or Position _____

Address _____ Zip Code _____



Self – Employed – (When Applicant is self – employed)

Business Name _____ Phone () _____

Type of Business _____ State of Incorporation or Filing _____

C. Spouse’s Employment (Business Name) _____ Phone () _____

How Long _____ Dept. or Position _____ Mo. Income _____

Address _____ Zip Code _____

Self – Employed – (When Applicant is self – employed):

Business Name _____ Phone () _____

Type of Business _____ State of Incorporation or Filing _____

Address _____ Zip Code _____

PART 3 – BANK REFERENCES

A. Bank Reference _____ Phone () _____

Address _____ Zip Code _____

How Long _____

B. Bank Reference _____ Phone () _____

Address _____ Zip Code _____

How Long _____

PART 4 – TWO (2) CHARACTER REFERENCES – NO RELATIVES

1. Name _____ Res. Phone () _____ Office Phone () _____

Address _____ Zip Code _____ Email: _____

2. Name _____ Res. Phone () _____ Office Phone () _____

Address _____ Zip Code _____ Email: _____



PART 5 - VEHICLES

Applicants Driver's Lic No. [#1] _____ State _____ [#2] _____ State _____

Spouse's Driver's Lic No. [#1] _____ State _____ [#2] _____ State _____

Number of Cars (to be parked here) _____

Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____

Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____

Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____

TELEPHONE NUMBER WHERE APPLICANT MAY BE REACHED DURING PROCESSING PERIOD (____) _____

EMAIL ADDRESS WHERE APPLICANT MAY BE REACHED DURING PROCESSING PERIOD _____

If this application is NOT legible, or is not completely and accurately filled out, The Pinnacle Condominium Association, Inc. will not be liable or responsible for any inaccurate information in the investigation and background report caused by such omissions, inaccuracies, or illegibility. By signing, the applicant recognizes that the Association or its agent, The Pinnacle Condominium Association, Inc, may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the landlord/owner. The investigation may be made of the applicant's character, general reputation, personal characteristics, financial solvency, credit standings, police arrest record and mode of living as applicable.

Signature _____

Date _____

Applicant

Signature _____

Date _____

Co-Applicant

**ANY MISREPRESENTATION ON THE TENANT'S APPLICATION FORM SHALL BE
GROUNDS FOR DENIAL OF THE TENANT'S APPLICATION**



CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER

The Pinnacle Condominium Association Inc.

I understand that The Pinnacle Condominium Association Inc. may obtain consumer reports that relate to my credit and/or criminal history. I understand that The Association may be requesting information from various federal, state and other agencies or institutions, which maintain public and non-public records concerning my past activities relating to my credit and/or criminal history. This information will be reviewed by the Association and may be reviewed by a unit owner if it's a rental.

I authorize, without reservation, any party, institution or agency contacted by or its agent to furnish the above-mentioned information:

Applicant Name

Date of Birth

Social Security No.

*Date of Birth is requested in order to obtain accurate retrieval of records.

If International, please
Provide Passport Number

Co-Applicants Name

Date of Birth

Social Security No.

If International, please
Provide Passport Number

Alias/Previous Name(s)

Physical Address

City & State

Zip Code

SIGNATURE _____

DATE _____

Co-Applicant

SIGNATURE _____

DATE _____



Contact Information Sheet

Name: _____

Unit _____

Will you be residing in your unit year-round? _____

If not, where do you want your correspondence mailed to? _____

Please indicate contact information telephone number(s): _____

e-mail (Please Print Clear) _____

Please notify Management with your new telephone number in your unit so that we may update our records.



INDEMNIFICATION AND RELEASE FORM

WHEREAS, the undersigned Unit Tenant(s) leasing Unit # ____ of THE PINNACLE CONDOMINIUM, a Condominium located at 17555 Collins Avenue, Sunny Isles, FL 33160, is/are desirous of having THE PINNACLE CONDOMINIUM ASSOCIATION, INC. (The "Association") or its authorized agent perform the following service:

1. Accept UPS, Federal Express, Certified or Registered Mail or similar deliveries at the building.
2. Provide access to the unit to maintenance employees of the Association to perform maintenance and repairs as needed.

WHEREAS, to protect the ASSOCIATION, its officers, directors, members, agents and employees (hereinafter the "Association Parties") from any claims, damages, demands, suits, judgments, actions, causes of actions, debts, sums of money, accounts, claims and demands arising out of or related to the services performed hereunder on behalf of the undersigned unit Tenant(s), I/we indemnify and hold harmless the Association Parties from any such actions, demands, suits, etc.; and,

WHEREAS, the Association is not willing to provide the above referenced services to the undersigned unit Tenant(s) without the benefit of this Indemnification and Release Form.

NOW THEREFORE, for Ten (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Association Parties and the undersigned, it is hereby agreed that the undersigned Tenant(s) agrees/agree to hold harmless and indemnify the Association Parties from any claims, demands, suits, etc., including, but not limited to reasonable attorney's fees and costs at the trial and appellate levels, if applicable, against it or them by any party, resulting from or related to the performance of the above services for the undersigned and the undersigned hereby releases said Association Parties and will not assert any claims against such Association parties for services performed hereunder. This indemnification and hold harmless shall apply even in those situations where the claims may result directly or indirectly, in whole or in part from the negligence of the Association Parties. The Association shall have the right to limit or condition performance from time to time in the exercise of its sole discretion, including but not limited to, the right to eliminate any of the above-referenced services. **TENANT ACKNOWLEDGES THAT THE ABOVE SERVICES BY THE ASSOCIATION ARE PERFORMED AS A COURTESY AND AN ACCOMMODATION TO THE UNIT TENANT(S) AND ARE NOT PART OF THE RESPONSIBILITIES OR DUTIES OR THE ASSOCIATION. ACCORDINGLY, THE UNDERSIGNED TENANT(S) AGREE(S) THAT THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF ANY OF THE ABOVE SERVICES.**

TENANT SIGNATURE: _____
NAME:

TENANT SIGNATURE: _____
NAME:



AUTHORIZATION FOR ASSOCIATION TO COLLECT RENT UPON DELINQUENCY IN MAINTENANCE PAYMENTS

Whereas, _____ (herein "Owner") is the record Owner(s) of Unit _____, located at 17555 Collins Avenue, Sunny Isles Beach, Florida 33160 (herein the "unit") in The Pinnacle Condominium (herein the "Condominium") as described in the declaration of Condominium for The Pinnacle Condominium (herein "Declaration"), as recorded in the Public Records of Miami-Dade County, at Official Records Book 18334 at page 990; and

WHEREAS, The Pinnacle Condominium Association, Inc. (herein "Association") is the entity charged with the operation and management of the Condominium; and

WHEREAS, Owner, desires to lease the Unit to _____ (herein "Lessee(s)") pursuant to a lease submitted herewith; and

WHEREAS, the parties desire the approval of the association for this lease, pursuant to article 17.8 of the Declaration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

1. Upon the execution and delivery of the Authorization Agreement, and the submission of any other documentation required by the Association, assuming the satisfactory result of the standard background investigation of Lessee(s), the Association shall provide the necessary approval for the lease.
2. If, at any time during the pendency or term of the lease, Owner(s) becomes delinquent twenty (20) days or more in the payment of assessments to Association, Owner(s) and Lessee(s) agree that Association shall have the power, right and authority to demand lease payments directly from the lessee(s) and deduct such past-due assessments, costs and attorney fees, if any, as may be delinquent. Further, Owner(s) and Lessee(s) agree that Lessee(s) will pay the full rental payment due, to the Association. Upon written demand. Owners(s) expressly absolves Lessee(s) from any liability to Owner(s) for unpaid rent under the Lease Agreement if such payment is made directly to Association upon demand from the Association. If any funds remain after deduction of amounts owed, the Association shall apply the remaining funds to the account of the Unit Owner as a credit against future assessments.
3. Should Lessee(s) fail to comply with the written demand of the Association by forwarding the next rent payment due (and all future rent payments due until instructed otherwise, in writing, by the Association) to the Association, the Association is hereby granted the authority to obtain a termination of the tenancy, in the name of Owner(s), through eviction proceedings, or to seek injunctive relief or specific performance under this contract. Owners(s) and Lessee(s) further agree that, if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorney's fees and costs including appeals from Owner(s). Any such costs shall be deemed to be a special assessment against the unit and collectable in the same manner as any special assessments, pursuant to the Declaration.

Agreed to this _____ day of _____, 20__.

Unit Owner

Tenants

By: _____ By: _____ By: _____



SECURITY DEPOSIT ACKNOWLEDGMENT AGREEMENT

The parties acknowledge that The Pinnacle Condominium Association, Inc. (the Association), has the power to impose and has required that, as an additional condition to approve a lease of any unit in the building and allow occupancy of the unit, the tenant or owner must tender to the Association a common area security deposit in the amount of one month's rent, payable by a US bank Cashier's Check or Money Order. Said security deposit will be held by the Association as a security deposit in a non-interest-bearing checking account and will be used to offset the cost of any damage to the common elements of the Association's property caused by the tenant(s) and their family members, guests, invitees, contractors or any one on Association's property regarding the lease; as well as fines imposed by the Association.

The parties agree to pay the aforementioned security deposit to the Association prior to taking possession or occupying the unit. No move-in will be scheduled unless security deposit is paid in full.

The Association recommends that the Unit Owner collect a separate security deposit from the tenant for damages to the unit or owner's personal property. The security deposit held by the Association shall not be used to offset damages to the Owner's Unit or Owner's personal property.

The Association reserves the right to deduct from the security deposit the costs of damages to common areas of the Association and fines, including legal costs (if any).

Said Security Deposit will be held by the Association in a non-interest-bearing checking account.

Tenant(s) hereby authorizes the Association to deduct fines imposed on the Tenant from the Security Deposit.

Unit Owner: _____ Unit Owner: _____

Tenant: _____ Tenant: _____

Unit #: _____ Amount of Security Deposit: _____ Check No. _____ Date of Check: _____

Name of Person or Company on the check: _____

NOTE: all checks will be refunded to the person that issued the check; unless, such person authorizes the Association, in writing, to write the check to someone else.

Name of person receiving the Security Deposit on behalf of the Association: _____



Unit Owner Transfer of Rights Acknowledgement

We, the undersigned, as Owners of Unit _____ at The Pinnacle Condominium Association, Inc. (the "Association"), do hereby acknowledged that as per the Rules & Regulations of the Association, Owners are not allowed to use any of the building amenities, storage units or garage parking space(s), while our unit is being leased, including using our cabana (if any) or any other limited common elements of the Unit or common elements of the Association, except as a duly authorized guest of a Resident.

Owner's Name:
Date:

Owner's Name:
Date:



VEHICLE REGISTRATION FORM

Unit _____

Name _____

Insurance Carrier for the Vehicle _____

ATTACH A VEHICLE REGISTRATION COPY FOR EACH VEHICLE BEING REGISTERED

VEHICLE – 1

Make: _____

Model: _____

Year: _____

Color: _____

Tag: _____

State: _____

VEHICLE – 2

Make: _____

Model: _____

Year: _____

Color: _____

Tag: _____

State: _____

VEHICLE – 3

Make: _____

Model: _____

Year: _____

Color: _____

Tag: _____

State: _____

Signature: _____

Date: _____

MY SIGNATURE INDICATES THAT I HAVE READ AND FULLY UNDERSTAND THE PARKING RULES.



RULES & REGULATIONS DISCLOSURE

My signature indicates that I have received The Pinnacle Rules and Regulations set forth by the Association. I shall also read and abide all the rules and regulations of the Association.

Print Name

Print Name

Signature

Signature

Unit

Date