

THE CLUB
AT BRICKELL BAY

ADDENDUM TO LEASE

THIS ADDENDUM (“Addendum”), made this ____ day of _____, 20____, is attached to and forms an integral part of the lease to which it is attached, which lease is dated _____, 20____ (“Lease”), for a term commencing on _____, and thereafter expiring on _____, by and between _____ (“Unit Owner(s)” or “Lessor(s)”), and _____ (“Tenant(s)” or “Lessee(s)”) (both Lessor and Lessee are a “Party” to this Addendum, and may be collectively referred to as “Parties”).

This Addendum, and the Lease is incorporated with, is for Unit No. _____ (“Unit”) at The Club at Brickell Bay Plaza Condominium Association Inc., located at 1200 Brickell Bay Drive, Miami, Florida 33131 (“Association”). In the event this Addendum conflicts with, and/or varies or modifies the terms and provisions in the Lease, then the terms and provisions of this Addendum shall control and govern rights and obligations of the Parties hereto.

WITNESSETH

WHEREAS, Lessor is the owner of the Unit and wishes to rent the Unit to Lessee for the term set forth above; and,

WHEREAS, the Association, pursuant to Article XIII of the Association’s Bylaws, is vested with the right to require this Addendum, or similar documents, be executed by all Unit Owners wishing to lease or rent their Unit within the Association, and thus the Association hereby requires the Lessor and Lessee to execute this Addendum, incorporate same into the Parties’ Lease, as a condition of the Association’s approval of the Lease and the Lessee; and,

NOW THEREFORE, in consideration of the covenants and terms set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, and conclusively established, the Parties hereto agree as follows:

ADDENDUM TERMS

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. All capitalized terms set forth in this Addendum shall have the same meaning and effect as set forth in the Association’s Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations (all of which together are collectively referred to herein as “Governing Documents”), unless otherwise explicitly stated.

Initials: _____ (Lessor)
 _____ (Lessee)

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3. Lessee agrees to abide by and comply with the provisions of the Association's Governing Documents, as amended from time to time, and shall further comply with all laws, ordinances, regulations, and administrative rules applicable to the Unit, including, but not limited to, Chapter 718, Fla. Stat. By executing this Addendum, Lessee acknowledges receipt of the Governing Documents from Lessor, and acknowledges review of same.

4. In the event Lessor is delinquent in the payment of any regular maintenance assessments or special assessments, and any interest, collection costs, and attorney's fees thereon, due to the Association, the Association may demand Lessee pay the Association the monthly rent for the Unit, pursuant to § 718.116(11), Fla. Stat. The Association shall apply the Lessee's monthly rental amount towards the delinquency, until such time as the delinquency is resolved. The Lessee shall not be liable to the Lessor for those amounts the Lessee pays the Association for any delinquency of the Lessor.

Initials: _____ (Lessor)
 _____ (Lessee)

5. Notwithstanding the foregoing, in the event the sums owing to the Association exceed the Lessee's monthly rental payment, Lessee shall not be obligated to pay any sums in excess of such monthly rental payment. Rather, Lessee shall have a continuing obligation to pay the Association its monthly rental amount until such time as the delinquency is resolved in full. Lessee shall neither suffer liability, nor breach its obligations to Lessor under the Lease, for directing monthly rental payments to the Association pursuant to either section 4 or section 5 of this Addendum.

Initials: _____ (Lessor)
 _____ (Lessee)

6. If Lessee fails to direct its monthly rental amount to the Association for application to the Lessor's delinquency, and any interest, costs, and/or attorneys' fees incidental thereto, after proper notice pursuant to Florida law, then the Lessee shall be deemed to be in default under both the Lease and this Addendum. In such an event, the Lessee shall be subject to eviction proceedings as described in section 7 of this Addendum. In addition to all other remedies the Association may have under law, the collection of rental payments from the Lessee shall not be deemed an election of remedies, and the Association may still proceed to collect delinquent assessments in accordance with, and pursuant to, Florida law and the Association's Governing Documents, including the filing of a claim of lien, foreclosure, personal money actions, and any and all other applicable remedies not specifically listed herein.

Initials: _____ (Lessor)
 _____ (Lessee)

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7. If Lessee fails to comply with this Addendum, or the Governing Documents, or any laws, regulations, or ordinances applicable to the unit, Lessor shall promptly commence an action to evict and remove Lessee from the Unit. Accordingly, Lessor hereby authorizes the Association as Lessor's agent and attorney in fact, to commence eviction proceedings in the event Lessee fails to comply as required. In the event the Association files an action for eviction, the Lessor and Lessee shall be jointly and severally liable for all attorney's fees and costs incurred by the Association in such action, including appellate proceedings or to preclude the Association from pursuing any other available legal or equitable remedies to evict and remove the Lessee from the Unit.

8. Both Lessee and Lessor understand and agree that this Addendum and its provisions shall survive all renewals of the Lease for any additional term(s), and this Addendum shall have the same full force and effect with respect to any renewal(s), as if the Addendum were resigned at the time of any such renewal(s). The Association shall likewise have the same rights and obligations as against and for the Lessee and Lessor as it currently does hereunder.

9. Lessee shall not be entitled to occupy the Unit prior to the Association's receipt of this fully executed Addendum, as well as payment of any applicable fee to the Association, pursuant to Article XIII of the Associations' bylaws. Lessee agrees and understands that the Unit shall be possessed, occupied, and utilized solely for a private, single-family residential dwelling, and for no other purpose. Lessee warrants and represents that the only occupants of the Unit, during the Lease term shall be the following individuals:

Name	Age	Relationship to Lessee
Name	Age	Relationship to Lessee
Name	Age	Relationship to Lessee
Name	Age	Relationship to Lessee
Name	Age	Relationship to Lessee

Initials: _____ (Lessor)
 _____ (Lessee)

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10. The Association and/or its authorized agent(s) shall, at all times necessary during the Lease Term, have the irrevocable right to access the Unit as may be necessary for inspection, repair, or replacement of any Common Elements accessible therefrom, or for making emergency repairs necessary to prevent damages to the Common Elements or other Units, and for any other reason as permitted by the Governing Documents or Florida Law.

11. The Lessee shall not assign, sublet, or permit the Unit or any part thereof to be used by others, save for Lessee and those individuals listed in section 9 above, without the prior written approval of the Association.

12. The Lessee agrees not to keep anything in the Unit which will increase the insurance rates of the Association or interfere with the rights of other residents of the Association by creating unreasonable noises or otherwise. The Lessee further agrees not to commit or permit any nuisance, immoral, or illegal act in the Unit, the Common Elements, or the Limited Common Elements. Lessee specifically states and agrees that Lessee shall not be permitted to maintain, keep, or house any animal and/or pet in the Unit.

Initials: _____ (Lessor)
 _____ (Lessee)

13. There shall be no extensions or renewals of the Lease, without the prior written approval of the Association. Lessee and Lessor specifically acknowledge that at the expiration of the Lease, Lessee shall no longer be permitted access to the Unit, the Association's common elements, or the limited common elements, and any access fobs or access-granting devices shall be deactivated, absent an approved Lease extension and/or renewal.

Initials: _____ (Lessor)
 _____ (Lessee)

14. When used herein, the singular shall include the plural, and the plural shall include the singular and the use of any gender shall include all genders as appropriate.

15. If any provision, or part thereof, of this Addendum, or any other instrument required to be executed by Lessee in connection with his/her/its use of the Unit, is deemed invalid or illegal, said term shall be excluded, and each and every term and provision otherwise valid shall remain valid and be enforced to the full extent permitted. The failure of any party hereto to insist, in any one or more instances, upon the performance of any other terms, covenants, or conditions of this Addendum, or to exercise any right hereto, shall not be constructed as a waiver or relinquishment of such terms, covenants, conditions, or rights as respects further performance.

16. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original, by all of which together shall constitute one in the same instrument.

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17. Noting contained in this Addendum, or in the Governing Documents, or the Lease between Lessor and Lessee, if any, shall, in any manner: (i) be deemed to make the Association a party to the Lease between Lessor or Lessee, except to the extent that the Association is an intended third-party beneficiary of any of the covenants contained in the above-referenced documents, which are for the benefit and protection of the Association, and are necessary to enable the Association to enforce its rights hereunder; (ii) create any obligation or liability on the part of the Association to the Lessor or Lessee, including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association's approval of the Lessee pursuant to the applicable provisions of the Association's Governing Documents, such approval being solely for the benefit of the Association and its residents; or, (iii) create any rights or privileges of the Lessee under the Lease with Lessor, this Addendum, or the Association's governing documents.

18. Lessee hereby expressly states and agrees that Lessee understands and acknowledges that the Association has specific rules regarding how to transfer personal and private property, luggage, furniture, and/or belongings from the common element lobby to the Unit. Lessee hereby states and agrees to strictly follow those rules, to reserve, in advance, use of the cargo elevator, and to refrain from placing items, and/or, loitering, in the common element lobby, which is a violation of the Association's rules.

19. In the event that the Association is required to institute litigation to enforce any of its rights and obligations, whether under this Addendum, or under the Association's Governing Documents, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, related to said enforcement action through and including any pre-litigation activity, litigation activity, and any appeals, regardless of anything to the contrary herein.

IN WITNESS WHEREOF, the undersigned individuals acknowledge they understand the contents of this Addendum, and willingly and voluntarily consent and agree to comply with same by signing below, this ____ day of _____, 20____.

LESSORS(S)

Sign Name

Print Name

LESSEE(S)

Sign Name

Print Name