



SHORT TERM RENTAL AGREEMENT

THIS short-term rental agreement (“Agreement”) is entered into by and between _____ (“Lessor”), the owner of unit _____ at The Club at Brickell Bay Plaza Condominium Association Inc. (“Association”), and _____ (“Lessee”) (both Lessor and Lessee are a “Party” to this Agreement, and both may be collectively referred to as “Parties”), this _____ day of _____, 20____. The Lessor shall lease to Lessee Unit _____, for the term commencing on _____ (“Commencement Date”), and concluding on _____ (“Conclusion Date”) (the overall rental term shall be referred to as “Rental Period”).

This Agreement for a short-term rental of unit _____ (“Unit”), shall, in the event of a conflict with a rental agreement already entered into by Lessor and Lessee, if any, supersede said rental agreement, and shall otherwise control and govern the rights and obligations of the Lessor, Lessee, and the Association for the rental term first stated above.

WITNESSETH

WHEREAS, Lessor is the owner of Unit _____ at the Association, and where Lessor wishes to rent the unit to Lessee for the short-term period first stated above; and,

WHEREAS, the Association, pursuant to Article XIII of the Association’s Bylaws, is vested with the right to require this Agreement, or similar agreements, be executed by the Lessor and Lessee in connection with any transfer of the Lessor’s unit, regardless of the duration of said transfer. Accordingly, the Association requires Lessor and Lessee to execute this Agreement as a condition of the Association’s approval of Lessor’s anticipated transfer of unit to 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:

RENTAL TERMS

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. All capitalized terms set forth in this Agreement 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 all laws, ordinances, regulations, and administrative rules applicable to the unit, including, but not limited to, Chapter 718, Fla. Stat. By executing this Agreement, Lessee acknowledges receipt of the Governing Documents from Lessor, and acknowledges review of same.

4. If Lessee fails to comply with this Agreement, or the Governing Documents, or any applicable laws, regulations, or ordinances, Lessor shall promptly action to 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 liable for all attorney's fees and costs, including appellate proceedings or to preclude the Association from pursuing any other available legal or equitable remedies to remove the Lessee from the Unit.

5. Lessee shall not be entitled to occupy the Unit prior to the Associations' receipt of this fully executed Agreement, as well as payment of any applicable fee to the Association.

6. Lessee hereby agrees that the Lessee shall possess, occupy, and utilize the Unit solely for the purpose of a private single-family residential dwelling, and for no other purpose. Lessee warrants and represents that the only occupants of the Unit, during the Rental Period 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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7. The Association and/or its authorized agent(s) shall have the irrevocable right to have access to 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, at all times necessary during the Rental Period.

8. The Lessee shall not assign, sublet, or permit the Unit or any part thereof to be used by others without the prior written approval of the Association, except for Lessee, and any of the individuals listed by Lessee in section 6 of this Agreement.

9. 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.

10. There shall be no extensions or renewals of this Rental, without the prior written approval of the Association. The Lessee hereby agrees and understands that the Association will deactivate any access fobs, or other access granting devices, no later than 5:00 p.m. on the Conclusion Date first set forth above. Likewise, Lessee hereby agrees and understands that Lessee, and any individuals set forth in section 6 above, will not be permitted access to the building or the Unit after 5:00 p.m. on the Conclusion Date first set forth above. This provision shall extend to include denying Lessee use of, or access to, the common elements, or the limited common elements.

11. 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.

12. If any provision, or part thereof, of this Agreement, 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 Agreement, 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.

13. This Agreement 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.

14. Lessee states and expressly agrees and understands that Lessee shall not be permitted, under any circumstance, to keep, maintain, or house a pet, of any kind, in the Unit during the Rental Period.

Initials: _____ (Lessor)
 _____ (Lessee)

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15. Noting contained in this Agreement, or in the Governing Documents, or the rental agreement between Lessor and Lessee, if any, shall, in any manner: (i) be deemed to make the Association a party to the rental agreement between Lessor or Lessee, if any, 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 rental agreement with Lessor, if any; this Agreement; or the Association's governing documents.

16. 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, 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.

17. In the event that the Association is required to institute litigation to enforce any of its rights and obligations, whether under this Agreement, 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 Agreement, 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