

Application to Lease

This is not a Lease and is non-binding. This information provides only the basis for the preparation of a Lease.

Receipt is acknowledged by Esslinger • Wooten • Maxwell, Inc., Realtors® ("EWM") for the sum of \$6,250.00 from Patricia Schenone, **Prospective Tenant**, as a deposit toward this offer to rent the property described in item 1 below.

Prospective Tenant's Current Address: 115 Hampton Ln
City: Key Biscayne State: FL Zip: 33149

Name of Landlord: Effetto Notte 2 Inc.

Landlord's Mailing Address:
City: Key Biscayne State: FL Zip: 33149

1. **Property Address:** 901 BRICKELL KEY BL #2604, Miami, FL 33131

2. **Legal Description:** CARBONELL CONDUNIT 2604 UNDIV 0.5261% INT IN COMMON ELEMENTS OFF

3. **Folio Number:** 01-42-06-064-1220

Property to be used for: residential ☐Furnished (per attached inventory) ☒Unfurnished

Lease term commencing: November 1, 20 18 and ending: October 31, 20 19

Total Rent: \$ 75,000.00 Payable at \$30,000-11-1-2018 per \$45,000- 12-1-2018

I. AMOUNT OF ADVANCE RENTS, DEPOSITS, AND FEES:

☒ 1st Month Rent: \$ 6,250.00 ☒ Security Deposit: \$6,250.00 ☐ Other: \$

☒ Advanced Rent: \$ 6,250.00 ☒ Association Application Fee: \$ 100.00 ☐ Credit Report Fee: \$

☐ Pet Deposit: \$ Refundable: ☐ yes ☐ no

2 Number of adults 2 Number of children Number of pets

DEPOSITS: To be held by EWM until a written Lease Agreement has been entered into by the parties. This Application to Lease is contingent upon the Landlord and Tenant executing and delivering a fully signed Lease. If a Lease Agreement has not been entered into by October 17, 20 18, EWM shall return the deposit to prospective Tenant subject to clearing unless Landlord and prospective Tenant agree to an extension of this date in writing.

ADVANCE RENTS AND DEPOSITS: Advance rents and deposits will be held by ☒ OWNER ☐ OTHER. All deposits will be held in a Florida financial institution, as required by law, in one of the following:

☒ Non-interest-bearing escrow account ☐ Interest-bearing escrow account. Tenant to receive all accrued interest.

TAXES: Leases for terms of six months or less may be subject to sales tax on transient rentals and subject to local tax for tourist development and impact. The party who receives the rent is responsible for timely collecting and remitting said taxes.

ASSOCIATION APPROVAL: ☐ Not Required ☒ Required. Application must be made within ___ days (two (2) days if left blank) of execution of a Lease. Association approval must be received in writing on or before Lease Commencement Date.

INITIAL RENTS AND DEPOSITS: First month's rent, security deposits, and any advance rents shall be in the form of personal check (subject to five (5) days clearance) or cashier's check drawn on a local financial institution payable prior to occupancy.

LEASE PREPARATION: Landlord shall bear the expense of Lease preparation. Lease shall incorporate the terms herein and provisions customarily contained in residential leases.

II. EXPENSES

TAXES:	TENANT	LANDLORD	N/A	CONDO/HOMEOWNER:	TENANT	LANDLORD	N/A
Real Estate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application Fee (non-refundable).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sales Tax (State and Local)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Common Area Deposit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personal Property	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Condo/Homeowner's Monthly Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maintenance Special Assessments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

INSURANCE:	TENANT	LANDLORD	N/A	MAINTENANCE:	TENANT	LANDLORD	N/A
Tenant Personal Property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landlord Personal Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A/C & Heating Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire/Extended Coverage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Building Exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tenant Public Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Interior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landlord Public Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Grounds & Plantings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Furnishings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hurricane Shutter Installation/Removal.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Flood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool & Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Pest Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

UTILITIES:	TENANT	LANDLORD	N/A	UTILITIES (continued):	TENANT	LANDLORD	N/A
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Waste Collection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cable TV	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas/Fuel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Security System Monitoring Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer/Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SPECIAL CLAUSES: The following items shall be included in the written Lease Agreement: Landlord to provide 2 fob for common areas entry. 2 parking spaces #...is included w/rent. One year possible renewal. See addendum #1 attached.

FACSIMILE CLAUSE: Facsimile copies of this Agreement, signed and initialed in counterpart, shall be considered as originals for all purposes.

ZONING RESTRICTIONS: It is understood and agreed that the above mentioned property is being rented subject to the zoning ordinances and restrictions and limitations of record and subject to any easements or public utilities which may be of record, provided, however, final acceptance is contingent on there being no zoning or deed restrictions which will prohibit the intended use as stated above.

RADON: Radon is a naturally occurring radioactive gas that when it has accumulated in a building insufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon, Radon testing, or any other hazardous materials may be obtained from your county health unit.

PRE-1978 HOUSING LEAD-BASED-PAINT WARNING STATEMENT: "Every Lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Lessor of any interest in residential real property is required to provide the Lessee with any information on lead-based paint hazards from risk assessments or inspections in the Lessor's possession and notify the Lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. "Lessee may conduct a risk assessment or inspection for the presence of lead-based paint on the Property prior to occupancy. If the results are unsatisfactory to Lessee, Lessee may cancel this Lease Contract by written notice delivered to Lessee prior to occupancy.

Patricia Schenone

10/15/2018 6:09 PM EDT

Tenant

Date Signed

Tenant

Date Signed

DEPOSIT RECEIPT: The Deposit (subject to clearance) was received on October 12, 20 18, and shall be held and disbursed according to this Application for Lease by the undersigned Escrow Agent.

ESSLINGER • WOOTEN • MAXWELL, INC., Realtors®

7864689781

Firm Name of Escrow Agent

Phone Number

Laura Garcia Pera

Laura Garcia Pera

10/15/2018 6:41 PM EDT

Associate Name

Associate Signature

LANDLORD ACCEPTANCE: (This commission agreement shall survive the Lease preparation and shall be binding upon Landlord and Broker.) I or We agree to execute a Lease to the above-described property on the above-stated terms and conditions, and further agree to pay Broker a fee as follows: 1 month% of the total Lease amount paid upon the initial signing of the Lease. Landlord further agrees to pay a fee of 6% of the selling price to Broker in event said property is sold to Tenant during term of the Lease or any extensions thereof; or at any time within 180 days after the Lease has expired. This provision shall carry over and is binding upon the Landlord whether or not incorporated in the Lease Agreement. All subsequent Leases or renewals, either formal or informal, are commissionable at 1 mo % rate payable as outlined above. Broker is not guaranteeing the creditworthiness of the Tenant, or the payment of future rental payments by the Tenant. Landlord shall have the sole right of approval of the Tenant prior to the execution of a Lease.

Landlord

Date

Ilina Abella
Listing Agent's Name

Landlord

Date

Compass Florida, LLC
Listing Company

THIS IS NOT INTENDED TO BE A LEGALLY BINDING AGREEMENT, ONLY THE ACTUAL LEASE AGREEMENT WILL BE BINDING UPON LANDLORD AND TENANT.

Rev. 07/09/2012

Serial#: 067526-100153-9625761

Prepared by: Laura Garcia Pera | EWM Realty International | garciapera.1@ewm.com |

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