



Villagio at Estero Condominium Association, Inc

Lease Information Package

Please read through this package carefully as
new procedures have been passed by the
Villagio Condominium Association Board of Directors

20101 Estero Gardens Circle, Suite 101
Estero, Florida 33928
Office Phone: 239/949-9650
Fax: 239/949/9670

Issued: 5/15/12

TENANT INFORMATION SHEET

Please provide this sheet to all prospective tenants.

#1) “PETS” ... *No pets of any kind are permitted in leased units.*”

#2) “**LEASED units**”... Tenants within Villagio are limited to “*two or more persons, each of whom is related to each of the others by blood, marriage, or adoption, or not more than two persons not so related who reside together as a single housekeeping unit.*” Therefore, the use of a leased unit is limited to one person or a family not multiple unrelated persons. The condominium documents are clear, if you have individuals staying in your units and paying to do so, they are leasing your unit and” ***all leases of units must be in writing delivered to the Board at least twenty (20) days prior to commencement of the said lease. All leases must provide that the tenancy agrees to be bound by the terms and conditions contained*** [in the condo documents].” Meaning, your lessees and guests must know and obey the community rules and regulations. ***Please do not try; to circumvent this requirement*** - the Board does not want to evict illegal tenants. If you still have questions about this, feel free to contact the Association’s Property Manager.

#3) “**PARKING**”... The following guidelines are found in the Rules and Regulations section of the Condominium Documents:

Tenant shall display a Villagio parking permit for all motor vehicles to be parked anywhere within the Condominium Property.

a). No one may park any inoperable vehicle, or any vehicle that lacks a current vehicle registration and license plate anywhere within the Condominium Property, except completely within a Unit’s garage.

b). Commercial Vehicles may be parked within the paved driveway of a Unit or the designated parking areas within the Common Elements, during daylight hours, for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit. No one may otherwise park any commercial vehicle anywhere within the Condominium Property.

c). No one may park any recreational vehicle, including, without limitation, travel trailers, mobile homes, towed campers, trucks with mounted campers, boats or other watercraft, tow trailers and all similar vehicles, anywhere within the Condominium Property.

d). No one may perform any vehicle maintenance or repairs anywhere within the Condominium Property.

#4 “**POOL AND SPA RULES**”... Absolutely no glass in the pool tiled areas. Pool and Spa is closed from 10 pm to 8 am - Absolutely no night usage. Not Permitted: No Food or Drink within 4 feet of Pool or Spa, No Pets. These Rules are also posted in the Pool Area.

#5 “**GRILLS AND BARBEQUES**”... Only electric grills are permitted. No barbeque grills of any kind are allowed to be used within a unit, the terraces or the balconies or in any other area of the condominium property.

Tenant Initials:

Date Initialed

General Information:

LEASE INFORMATION AND PROCEDURES

No Lease shall be for a period of less than ninety days. No unit may be leased more than three (3) times per year. No pets are permitted for any Tenant.

The Tenant must be at least one natural person. A unit **may not** be rented to a company, corporation, or other entity.

LEASE REQUIREMENT:

Each Lease must be in writing and require the tenant to comply with all Community Rules and Regulations. It must specifically state that **“NO pets are permitted for any Tenant.”** A Villagio lease addendum must be initialed by each tenant and submitted with this application form.

A minimum credit score of 660 as reported by Experian Issac Fair Risk Model will be used as the criterion that will be considered in accepting all lease applications.. All applicants must possess this minimum score. Each application is taken on a case by case basis when considering approval.

The Unit Owner must deliver a copy of the proposed Lease to the Property Management Office at least 15 days prior to the commencement of the Lease, accompanied by a nonrefundable application fee in the amount of \$100.00 per applicant, plus an Association Security Deposit in the amount which is determined by the Villagio Condominium Association's Board of Directors on an annual basis. **Said Security Deposit shall be returned to the Unit Owner at the time the Tenant vacates the Unit**, less any funds required for services, repairs, lessons, etc. that the Tenant has incurred during their stay. In the event the Association Security Deposit is insufficient to cover all of said expenses, the Unit Owner shall promptly remit the difference to the Association. Failure of the Unit Owner to make such payment shall entitle the Association to place a lien on the Unit.

All prospective Tenants shall complete a Tenant Application, which shall be provided by the Unit Owner to the Association along with the proposed Lease as provided for above.

During the Lease term, the Tenant will be entitled to use all available amenities of Villagio. The Unit Owner may not use the amenities so long as the Tenant remains in possession of the Unit. At the end of the lease period, privileges automatically revert back to the owner.

Tenants within Villagio are limited to **“two or more persons, each of whom is related to each of the others by blood, marriage, or adoption, or not more than two persons not so related who reside together as a single housekeeping unit.”** Therefore, the use of a leased unit is limited to one person, or a **“family,”** not multiple unrelated persons. Overnight guests of Tenants may only occupy a Unit when the Tenant is present.

Unit Owners shall at all times be responsible for all acts of their Tenant and shall guarantee that their Tenant, and their Tenant's family and guests, comply with the Community Documents, and the Rules and Regulations of the Association.

Tenant Initials:

Date Initialed

Application Procedure:

Villagio requires completion of a **TENANT APPLICATION** form (provided by the Association) with a completed portion signed by the Unit Owner, and the prospective Tenant, as well as a copy of the Lease and other information (as required in the Association Documents).

The Tenant Application must be presented to the office a minimum of 20 days prior to the commencement of the Lease, and accompanied by the above-mentioned fee as established by Villagio at Estero Condominium Association, Inc.

Approval or disapproval of the Tenant will be provided to the homeowner not more than twenty (20) days after receipt of all such requested documents and information or the seventh (7th) day after the appearance of the proposed tenant(s) before the board if so required.

A \$50 trash fee is collected from each applicant at the time of application. This is a non-refundable payment as required by the Association's Rules and Regulations.

The Unit Owner takes full responsibility for their tenant, and the tenants and their guests actions in Villagio. The Unit Owner represents and warrants to the Association that the Unit Owner has scrutinized the tenant, and the tenant's application, and is vouching for the tenant's good character.

Before a prospective tenant is approved, the Association will make an independent Criminal Background Check and *anyone with a Felony Conviction will be rejected.* By conducting such a Criminal Background Check, the Association expressly disclaims any responsibility for any actions of the tenant and does not guaranty the accuracy of any such Criminal Background Check. Such investigation is for Association purposes only and will not be provided to the unit owner or tenant. This information *may not* be relied upon by any other party.

As provided in the Community Documents, no approval will be granted if the payment of assessments for that Unit is delinquent. Once the background check has been satisfactorily completed, a Security Deposit in the amount which is determined by the Villagio Condominium Association's Board of Directors on an annual basis must be submitted from the unit owner before the tenant is able to take possession of the unit. (*The association will not accept checks from the potential tenant.*) In compliance with Florida Law, Florida Code 83.49 - the Association shall deposit the security deposit in a non-interest bearing escrow account.

If a tenant moves into a unit before the security deposit is received by the Association, a fine of \$100 per day will be levied against the homeowner for every day the tenant is in residency and there is no Security Deposit received.

Likewise, **if a Unit Owner leases a Unit without first obtaining approval by the Association,** the Association shall have the right, after due 3-day notice; to commence proceedings to evict the Tenant and all costs of same shall be assessed to the Unit Owner.

Tenant Initials:

Date Initialed

Rental / Purchase Application

Complete all questions. If any question is not answered or left blank, this application may be returned, not processed, and/or not approved. Print legibly. Missing information will cause delays. All information will be verified.

Rental / Purchase Unit

Building Name/ Number : _____ Apartment : _____

Lease [___] Purchase [___] Rent [___] Rent Amount / Mortgage: \$ _____ Monthly

Move in / Close Date : _____ Rent /Lease Term : _____

Applicant Information

First Name: _____ Middle: _____ Last Name: _____

Social Security No: _____ Date of Birth (____/____/____)

Driver's License No: _____ State Issued : _____

Passport # : _____ Country : _____

Telephone No: _____ Email: _____

Co-Applicant Information

First Name: _____ Middle: _____ Last Name: _____

Social Security No: _____ Date of Birth (____/____/____)

Driver's License No: _____ State Issued : _____

Passport # : _____ Country : _____

Telephone No: _____ Email: _____

Current Residence

Address : _____

City: _____ State/Zip: _____ Country _____

How long at this address? _____ Own [___] Rent [___]

Landlord Name: _____ Phone # : _____

Employment History

Applicant Employer Name: _____ How Long: _____

Address: _____ City : _____ State /Zip: _____

Occupation / Position: _____ Supervisor Name : _____

Telephone : _____ Salary including commissions \$ _____

Co-Applicant Employer Name: _____ How Long : _____

Address : _____ City: _____ State /Zip _____

Occupation / Position : _____ Supervisor Name : _____

Telephone : _____ Salary including commissions \$ _____

Financial History

Saving Account # _____ Checking Account # _____

Bank Name : _____ Address : _____

City : _____ State / Zip: _____

Phone Number : _____ Contact Name : _____

Have you or the co-applicant ever filed for Bankruptcy? _____ If so, when : _____

Have you or the co-applicant ever been:

Evicted from any tenancy? ____ Ever Broken Lease?: ____ Ever Sued?: ____

Pets

Do you have pets? _____ If Yes, Please describe your pet.

Pet's Name: _____ Age: _____ Sex: _____ Weight: _____

Breed: _____ Spayed / Neutered? _____

Personal References (No Family Members)

Name: _____ Home Phone Number: _____

Work Phone Number: _____ Cell Phone Number: _____

Relationship: _____

=====

Name: _____ Phone Number: _____

Work Phone Number: _____ Cell Phone Number: _____

Relationship: _____

Vehicle / Motorcycle Information

Vehicle 1 Make : _____ Model : _____ Color : _____

Year : ____ License Plate # _____ State : ____ Insured By: _____

Vehicle 2 Make : _____ Model : _____ Color : _____

Year: ____ License Plate # _____ State : ____ Insured By : _____

In Case of Emergency

Name: _____ Phone # : _____

Current Address : _____ City : _____ State /Zip: _____

Convictions

Have you or the co-applicant ever been arrested or convicted of any crime? Include

Misdemeanors, DUI, etc. or are any criminal charge now pending? Yes [__] No [__]

Applicant [__] Co-Applicant [__] if yes, City _____ State ____ Date _____

Please explain _____

List Other Occupants

Tenant Evaluation LLC
18851 NE 29th Avenue Suite 710
Aventura, Florida 33180

Office 305.692.7900

Authorization Form

You are hereby authorized to release any and all information requested with regards to verification of my bank account(s), credit history, residential history, criminal record history, employment verification and character references to Tenant Evaluation LLC. This information is to be used for my / our credit report for my/our Application for Occupancy.

I/We hereby waive any privileges I/We may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to Tenant Evaluation LLC, Property Manager, Board of Directors and The Landlord for their exclusive use only.

PLEASE INCLUDE COPY OF DRIVER'S LICENSE and SOCIAL SECURITY CARD TO CONFIRM IDENTITY. If you do not have a Social Security Card, please include a copy of your Passport or current identification card.

Please notify your Landlord(s), Employer(s), and Character References that we will be contacting them to obtain a reference pursuant to your application.

I/We further state the Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person that the signature(s) below are my/our own proper signature.

I/We certify under penalty of perjury that the foregoing is true and correct.

I UNDERSTAND THAT THE APPLICATION FEE IS REQUIRED AND NONREFUNDABLE REGARDLESS OF THE OUTCOME OF THE APPLICATION.

Please allow 15 days from the date below to complete the application.

If you or the co-applicant have falsified, deliberately mislead or omitted to mention any information on your application, you may not be approved for a purchase, lease and or occupancy.

_____	Date _____	_____
(Applicant's Signature)		(Applicant's Name Printed)

_____	Date _____	_____
(Co-Applicant's Signature)		(Co-Applicant's Name Printed)

The Tenants must make an appointment with the Property Manager to secure a Proximity Pass for entrance through the Community Gates and other secured areas. These passes are \$40 each and all tenants are required to have one. These passes will no longer be provided free.

All appropriate pages must be initialed, dated” and returned with the original primary “Application to Lease.” No formal approval will be given until the security deposit and all appropriate documents are received.

Please keep a copy of this information package for your records. No copies will be provided.

At the end of the leasing period, if the owner intends to **extend the lease** for his or her tenant, there are only two requirements:

- Notify the Property Manger so that the proximity pass can be extended to cover the dates of the new lease.
- A new lease must be presented to the Association showing the extension times for the lease.

If the tenant will be **vacating the property at the end of the lease**, the unit owner must provide a written notice, by mail or e-mail to the Property Manager requesting that the security deposit be returned, indicating unit owner name, unit information, what date tenant will be leaving, and where the check should be mailed.

- The outside of the building will be checked for damages, as well as a check to make sure that the tenant does not owe fees to Villagio.
- Once determined that there are no violations or expenditures to cover, the security deposit will be returned to the unit owner only, and will be returned within 10 business days of the request.

“PLEASE BE ADVISED THAT THE ASSOCIATION IS NOT IN ANY WAY RESPONSIBLE TO NOTIFY YOU OR OTHERWISE ADVISE YOU OF ANY EXISTING ENCUMBRANCES (EG. MORTGAGES, LIENS OF ANY NATURE, CLAIMS ON TITLE) ON THE UNIT WHICH IS THE SUBJECT OF THIS APPLICATION. ANY QUESTIONS REGARDING THIS SHOULD BE DIRECTED TO THE OWNER.”

Tenant Initials:

Date Initialed

Association Information:

_____ Copy of Tenant Agreement Received: Dated _____

_____ Security Deposit Received: Check # _____ Amount: _____

_____ Application Fee Received: Check # _____ Amount: _____

_____ Bar Code Fee Received: Check # _____ Amount: _____

_____ Trash Fee: Check # _____ Amount: _____

VILLAGIO LEASE ADDENDUM

Provide copy to the Tenant - Return signed "Tenant Verification Sheet" to Property Management Office.

Occupancy and Use:

The premises shall be occupied by a family, no more than two of whom are unrelated to the others by blood, adoption or marriage. The premises shall not be used for any purpose other than a private residence. ***Conducting a business from the property is prohibited*** regardless of the type of ownership: sole proprietorship, LLC, LLP, C-Corp, etc.

Disturbance and Violation of Laws:

Tenant, guests, and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, and abide by all the regulations of Villagio at Estero Condominium Association, Inc. including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.

Application for Lease:

Tenant acknowledges that the statements and representations made in the "Lease Application Packet," to the Association, as well as the Owner's Lease for said premises are true, that they are deemed a part of this Lease, and the falsity of any of them shall constitute a breach hereof.

Possession at commencement of Term:

Tenant shall not be entitled to possession of the premises designed for lease until the security deposit is paid in full and the premises designed for lease is vacated by the prior tenant.

Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. The existing locks of the premises will not be changed without the unit owner's permission at which time a duplicate key will be provided to the association as required by Florida Condominium Law.

Assignment of Subletting:

Tenant will not sublet the premises or any portion thereof.

The landlord, as well as the association, is not responsible to the tenant for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

Tenant's Responsibilities and Duties:

Tenants will...

- Keep that part of the premises which he or she occupies and uses clean and sanitary with no obstructions placed on entrance way or stairways.
- Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner, and put within a solid trash container.
- Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators where applicable.
- NOT destroy, deface, damage, impair or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
- Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

Pets:

Per the Villagio Condominium Rules & Regulations, ***absolutely no pets*** are allowed for any tenant within Villagio.

Landlord's Right to Access and Inspection:

In addition to the rights provided by applicable Florida law –

- in the event of an emergency, or
- to make repairs or improvements, or to show the premises to prospective buyers or tenants, or
- to conduct an annual inspection, or
- to address a safety or maintenance problem, or
- to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease .

The Landlord, or Landlord's duly authorized agents, ***may enter the premises.***

Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impractical to do so, ***Landlord shall give Tenant reasonable notice before entering.***

Default / Breach by Tenant:

In the event of any default hereunder on the part of the Tenant, his/her family, servant, guests, invitees, or

should the Tenant occupy the subject premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of said events the Tenant shall be in default of this lease.

If the Tenant materially fails to comply with material provisions of the rental agreement, or reasonable rules or regulations, other than a failure to pay rent, the Landlord may:

a. If such noncompliance is of a nature that the tenant ***should not be*** given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within

12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof.

Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuses of the landlord's or other tenant's property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises.

b. If such noncompliance is of a nature that the tenant ***should be*** given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. **Examples of such noncompliance** include, but are not limited to, activities in contravention of the lease or this act such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises.

Notice of Injuries on Premises:

In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designed for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

Grounds for Termination of Tenancy:

The failure of Tenant, guests and invitees of either tenant or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant, and procedures as required by law.

Entire Agreement:

This document and any attachments (Villagio Application to Lease) constitute the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord nor Tenant shall be bound by any terms, conditions, statements warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.