

**ADDENDUM TO LEASE AGREEMENT BETWEEN LANDLORD AND TENANT
TO BE USED WITH THE STANDARD FAR BAR LEASE DOCUMENT**

The provisions contained herein modify the lease agreement ("Lease") between _____ ("Landlord") and _____ ("Tenant"), entered into on _____, for the lease of real property located at Building _____ Unit _____, Marina at the Bluffs Condominium, and serve as an agreement between Landlord and the Marina at the Bluffs Condominium Association, Inc. ("Association") for the matters stated herein below.

Execution of this Lease Addendum is a required condition of rental of a Unit, pursuant to the authority of the Association contained in the Declarations of Condominium.

The Landlord and Tenant hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Landlord and Tenant further agree that Association shall be considered a named party to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the Condominium Documents and the covenants of this Lease Addendum.

In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto.

Further, Landlord and Tenant also acknowledge and agree, that in connection with the approval of the lease application by the Association, it will be necessary for the Association to obtain and consider information regarding Tenant and all proposed Occupants of the Unit, Tenant specifically authorizes Association to obtain and consider background information, including but not limited to criminal, employment, and financial information and, if deemed appropriate by the Association, personal references, and other information deemed relevant by Association. Further, Landlord and Tenant acknowledge that Association may require an interview with prospective Tenants/Occupants of a Unit, prior to occupancy.

Landlord and Tenant agree that no proposed Tenant or Occupant shall take possession of a Unit prior to the approval of the lease application by the Association. Landlord and Tenant represent that all information contained in the application for lease (and supporting materials) submitted to the Association are complete, accurate, and truthful.

Landlord and Tenant acknowledge that intentional or negligent material omissions or misrepresentations in the application and supporting materials shall constitute a grounds for disapproval of a lease application request, or termination of the lease if such omissions or misrepresentations are discovered after approval thereof.

Further, the parties agree as follows:

1. **COMPLIANCE WITH THE CONDOMINIUM DOCUMENTS:** Any infraction of the provisions or restrictions set forth in the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations (hereinafter "Condominium Documents") by the Tenants or their family, guests or invitees shall be deemed a breach of the Lease, and Association or Landlord shall have the option to terminate the Lease Agreement and evict the tenant and return possession of the Condominium Unit back to the Landlord. Tenant acknowledges, by signing this Addendum that he has read, understands, and agrees to abide by the Condominium Documents. Landlord and Tenant acknowledge, understand, and agree that the Declaration of Condominium provides that no apartment may be leased or rented more than twice in any twelve (12) month period and no lease may be for a term of less than four (4) months. Leases do not automatically renew and may not be extended. Each renewal is treated as a new lease which must be approved by the Association.

2. **ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS:** Landlord and Tenant further agree that Association may act in its own rights, or in cases where Landlord fails to act in a timely manner, as Landlord's agent, to terminate the Lease and may institute proceedings against Tenant including but not limited to eviction proceedings, in Landlord's name, or in Association's name in its own right. In either such cases, Landlord shall be responsible to Association for all expenses incurred, including attorney's fees, without waiver of the right of any action by Landlord against Tenant.

3. **ASSIGNMENT OR SUB-LEASING/RENEWAL:** No assignment of the Lease or sub-leasing of any part of the leased property by the Tenant shall be valid without the consent of the Board of Directors of the Association. Renting of rooms and "rent-sharing" is prohibited. The Lease Agreement shall not be renewed or extended, nor shall Tenant hold over the premises, without the prior written approval of the Board of Directors of the Association.

4. **INSPECTION OF PREMISES:** The Association has the right to enter the premises at any time for the protection and preservation of the premises, or at a reasonable time and upon reasonable notice for the purposes of inspection; making necessary or agreed repairs, decoration, alterations, or improvements; supplying agreed services (including pest control); or determining the existence of suspected or reported violations of the Condominium Documents. Landlord and Tenant acknowledge that Association retains a pass key to the premises. The foregoing right of inspection

does not preclude the Landlord from exercising Landlord's inspection rights as provided in Chapter 83, Florida Statutes.

5. **LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY:** The Association shall not be liable to Landlord or to Tenant, or Tenant's family, agents, guests, invitees, employees or servants for damage to persons or property caused by other residents or other persons. Tenant recognizes that Association does not warrant the security of the property, and is not responsible for safety of Tenant, other Unit occupants, nor their property. Landlord and Tenant jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to person or property arising from Tenant's use of the premises, or from any activity or work permitted to be suffered by Tenant in or about the premises. Association shall not be liable for personal injury, or damages to Tenant's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, riots or other causes whatsoever unless it is established that Association has been negligent in maintenance of common elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Tenant agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other person upon the premises.

7. **DEFAULT/ENFORCEMENT:** If the Tenant fails to comply with any of the provisions of the Condominium Documents, or fails to comply with any duties imposed by him by this Addendum, or any other ordinance, statute, or law, then within seven (7) calendar days after delivery of written notice by the Association specifying the noncompliance and indicating the intention of the Association to terminate the Lease Agreement by reason thereof, Association may terminate the Lease Agreement and act as agent for the Landlord and evict the Tenant and all occupants of the Unit if the Landlord fails to do so.

Association shall have no obligation to allow Tenant to cure such violations if such noncompliance is of a nature that Tenant should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes, as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Landlord of a similar violation.

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 misuse of the Landlord's or Association's property by intentional act or a subsequent or continued unreasonable disturbance.

Examples of noncompliance which are of a nature that Tenant will be given an opportunity to cure include, but are not limited to, violations of the use restrictions found in the Declaration of Condominium including but not limited to parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If three (3) violation notices of this category (*noncompliance which are of a nature that Tenant will be given an opportunity to cure*) are issued by the Association,

any subsequent violation (fourth violation) within the same lease term shall be treated as a violation for which a cure is not required and the Lease will be terminated and the Tenant and Occupants evicted if they fail to move from the premises.

Landlord and Tenant acknowledge Association may tow away or cause to be towed away vehicles that are parked on Condominium Property in contravention of the Condominium Documents.

Landlord and Tenant also recognize that Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Tenants, for violation of the Condominium Documents as set forth above.

Landlord and Tenant recognize that the Association may levy fines against a unit for violation of the Condominium Documents. Fines may be levied for violations without providing an opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine.

Landlord and Tenant shall be jointly and severally liable for the payment of any fine duly levied by the Association, arising out of the conduct of Tenant, his family, guests, and invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph 9 of this Lease Addendum with respect to the collection of fines.

Landlord and Tenant acknowledge that the Association has the power to suspend use rights of the Tenant, and the Tenant's family members, guests, and invitees to certain portions of the Common Elements including but not limited to the use of recreation facilities as provided in Section 718.303, Florida Statutes, as renumbered or amended from time to time.

8. **COSTS AND ATTORNEY'S FEES:** If either the Landlord or the Tenant fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Condominium Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorneys' fees of that action, at the arbitration, trial, appellate, or bankruptcy levels.

9. **RIGHT TO RECEIVE RENTAL INCOME:** In the event Landlord is delinquent in Landlord's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require Tenant to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Tenant and Landlord. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Tenant or Landlord. Failure of Tenant to pay to Association the rental installments, or portions thereof, as specified in said

notice, shall entitle Association to terminate this Lease and/or evict Tenant. Tenant shall be entitled to set off against rent payable to Landlord for any and all amounts paid by Tenant to Association hereunder.

10. **SECURITY DEPOSIT:** Landlord and Tenant agree that the Association may charge a Security Deposit equal to \$_____ for an annual tenant and/or equal to \$_____ for a seasonal tenant in the manner prescribed in Section 718.112(2)(i), Florida Statutes, as amended or renumbered from time to time.

11. **MISCELLANEOUS:**

A. **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. **Waiver:** The failure of Association to enforce its rights as set forth Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. **Modification:** This Lease Addendum may only be modified by Instrument signed by Landlord, Tenant and Association.

D. **Captions:** The captions contained in this Lease Addendum are for Convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. **Gender:** All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. **Governing Law/Venue:** This Addendum is governed by the laws of Florida without regard to its choice of law principals. Venue for any action lies in Palm Beach County, Florida, to the exclusion of all others venues.

G. **Anti-Discrimination Policy:** Association does not discriminate in the Terms and conditions of rental of units based upon race, sex, color, religion, national origin, disability, familial status, sexual orientation, age, marital status or gender identity or expression.

LANDLORD:

Date: _____

Printed Name:

Date: _____

Print Name

TENANT:

Date: _____

Print Name

Date: _____

Print Name

Date: _____

Print Name

ACTIVE: 7709704_3