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## **Seychelles Condominium Association, Inc.**

Dear Interested Party:

Thank you for your interest in leasing a property at Seychelles Condominium Association. The community's governing documents require all lease applications, to be submitted and approved by the Board of Directors before moving in. In this package, you will find all the necessary information with the procedures for submitting your request, what is needed, and what to expect to make your move into our community a pleasant experience.

### **The following items are required before submitting your package for processing review:**

A copy of the lease agreement, a copy of a valid government issued identification (id, driver's license, passport) for each applicant, a check or money order in the amount of 100.00 for a non-refundable application fee, and a check or money order in the amount of \$40.00 per person for a background check made payable to "Seychelles Condominium Association" must all be attached to this application and sent to the Association C/O RealManage, P.O. Box 803555, Dallas, TX 75380. **This application will NOT be reviewed until all fees and information are submitted.**

The information described above must be submitted at least thirty (30) days before the starting lease date. By submitting this application, I consent to the Association performing a criminal background check. I understand that the Association may deny my application based on the background information obtained.

A unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld, provided, however, that a unit owner shall be prohibited from leasing his/her unit (a) more **than** three (3) times per calendar year and (b) for a term of less than thirty (30) days.

**I/WE DECLARE THE FOREGOING INFORMATION TO BE TRUE AND CORRECT. (ANY INTENTIONAL MISREPRESENTATIONS SHALL BE A BASIS FOR AUTOMATIC DISAPPROVAL). I/WE UNDERSTAND THE APPLICATION FEE IS NONREFUNDABLE. I/WE AM/ARE AWARE OF AND AGREE TO ABIDE BY THE DECLARATIONS, ARTICLES OF INCORPORATION, BYLAWS, AND ALL PROPERLY PROMULGATED RULES AND REGULATIONS OF THE ASSOCIATION AND ACKNOWLEDGE THAT THE ASSOCIATION MAY TERMINATE A LEASE UPON DEFAULT BY THE TENANT(S) IN OBSERVING ANY OF THIE PROVISIONS IN THE DOCUMENTS. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THE RULES AND REGULATIONS.**

**I/WE ACKNOWLEDGE THAT I/WE MAY NOT OCCUPY THE PREMISES PRIOR TO RECEIVING APPROVAL TO DO SO FROM THE ASSOCIATION.**

**IF, AT ANY TIME DURING THE TERM OF MY LEASE, THE OWNER/LANDLORD BECOMES DELINQUENT IN THE PAYMENT OF ASSESSMENTS TO THE ASSOCIATION, THE ASSOCIATION MAY MAKE A DEMAND UPON ME, AND I WILL FORWARD ALL RENT PAYMENTS AFTER THE DATE OF THE DEMAND TO THE ASSOCIATION UNTIL THE ASSESSMENTS ARE PAID IN FULL, PURSUANT TO FLORIDA STATUTES SECTION 718.116(11)(a)**

**LESSEES SHALL NOT BE ALLOWED TO BRING PETS ONTO THE CONDOMINIUM PROPERTY  
WITHOUT THE ADVANCE APPROVAL OF THE ASSOCIATION.**

**NO COMMERCIAL VEHICLES ARE TO BE KEPT ON THE PROPERTY UNLES PARKED WITHIN AN  
ENCLOSED GARAGE.**

Print Name: \_\_\_\_\_ Application Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Application Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**A copy of the approved application should be sent to the following:**

Mailing Address: \_\_\_\_\_

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\*\*\*\*\***APPLICANT DO NOT WRITE BELOW THIS LINE**\*\*\*\*\*

Lease application has been \_\_\_\_ Approved \_\_\_\_ Denied

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Copy of the lease attached: Yes \_\_\_\_ No \_\_\_\_

Check, or money order for \$100.00 non-refundable application fee: Yes \_\_\_\_ No \_\_\_\_

Check, or money order for \$40.00 per person background check: Yes \_\_\_\_ No \_\_\_\_

Reason for action taken:

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## **Seychelles Condominium Association, Inc.**

### **Crime Free Lease Addendum**

#### **ALL OCCUPANTS(S) 18 YEARS OF AGE AND OVER MUST COMPLETE THIS FORM – NO EXCEPTIONS.**

In consideration for the execution or renewal of a lease of the dwelling unit/property identified in the lease, the Manager or Owner and Resident, any member(s) of the resident's household, a guest, or any other person affiliated with the resident, at or near the resident premises agree as follows:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in chapter 893 of the Florida Statutes [F.S.S. 893]).
2. Shall not engage in any act intended to facilitate criminal activity.
3. Will not permit the dwelling unit to be used for or to facilitate criminal activity.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in F.S.S. 893, at any locations, whether on or near the dwelling, unit, or premises.
5. Shall not engage in any illegal activity, including, but not limited to, prostitution as defined in F.S.S. 794, criminal street gang activity as defined in F.S.S. 874.03, threatening or intimidating as prohibited in F.S.S. 784.04, assault as prohibited in F.S.S. 784, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenants, or involving imminent or actual serious property damage, as defined in F.S.S. 806.13.
6. Violation of the above provisions shall be a material and irreparable violation of the lease and good cause for immediate termination of tenancy. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require a criminal conviction but shall be by a preponderance of the evidence.
7. Resident agrees that Manager or Owner may use any police-generated report as direct evidence without objection in any court action, including but not limited to eviction.
8. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between the Manager or Owner and Resident.

Property Address: \_\_\_\_\_

\_\_\_\_\_  
Resident Printed Name

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

# Seychelles Condominium Association, Inc. ("Association")

## AUTHORIZATION TO RELEASE INFORMATION

This Release is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the undersigned Applicant for the lease of a home located at \_\_\_\_\_ in the community known as Seychelles Condo (the "Home").

In consideration of the undersigned's application for lease of the Home and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned specifically acknowledges and agrees to the following:

1. The undersigned hereby authorizes the Association and/or its officers, directors, representatives to conduct a comprehensive review of his/her background through a criminal search(es) and/or report to be generated for occupancy.
2. The undersigned authorizes the Association to contact others who may be able to provide information about his/her background, character, and general reputation and authorizes without reservation any party or agency contacted by the Association, specifically backgroundchecks.com, to furnish the above-mentioned information.
3. The undersigned hereby releases, indemnifies, and holds harmless the Association, its directors, officers, members, agents, and employees (the "Indemnified Parties") from and against all claims, damages, losses, and expenses, including attorney's fees, at both the trial and appellate level, arising out of or resulting from requesting or procuring the above-mentioned information. This Release shall extend even to those situations where any claims for damages may be caused in whole or in part by any negligent act or omission of the Indemnified Parties.
4. The partial or complete invalidity of any one or more of the provisions of this Release shall not affect the validity or continuing force and effect of any other provision.
5. The undersigned acknowledges and agrees that all provisions of this Release shall be binding on the undersigned and the undersigned's heirs, legal representatives, and assigns.
6. The undersigned has read this Release and understands all of its terms and executes it voluntarily and with full knowledge of its intended use and significance.

**IN WITNESS WHEREOF**, the undersigned has executed this Release the day and year set forth above.

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
Applicant's Printed Name

### **Applicant Information**

**Please Print Clearly**

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Gender: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

**\*Important:** This information will be used for identification purposes only to perform a background check. This information will NOT be used as part of the decision process of the Association.

# LEASE APPLICATION FOR SEYCHELLES CONDOMINIUM ASSOCIATION, INC.

**IMPORTANT:** Each co-resident/co-applicant must submit a separate lease application.

## 1. OWNER INFORMATION: [Owner(s) must complete this section of the Application]

Last Name	First Name	Property Address in Seychelles Condo	
Home Address	City, State, Zip	Mailing Address (if different)	City, State, Zip
Email Address		Home or Cell #	

## Representative/Property Manager [complete this section ONLY if a third-party is managing property]

Property Mgr. Name	Company Name		
Company Address	City, State, Zip		
Email Address	Phone # ____ - ____ - ____	Property Management Contract Provided Yes ____ No ____	

## 2. GENERAL INFORMATION: [Applicant Information]

Last Name		First Name, Middle Name		Are you a US citizen? Yes ____ No ____ If no, please provide proof that you are lawfully residing in the USA.	
Social Security # ____ - ____ - ____		Date of Birth ____ / ____ / ____		Driver's License No. ____ - ____ - ____	
Email Address		Home # ____ - ____ - ____		Cell # ____ - ____ - ____	
Current Address		City, State, Zip			
Move in Date	Move Out Date	Owner/Mgr. or Landlord's Name			Owner/Mgr. or Landlord's Phone # ____ - ____ - ____
Reason for Moving					
Previous Address				City, State, Zip	
Move In Date	Move Out Date	Owner/Mgr. or Landlord's Name			Owner/Mgr. or Landlord's Phone # ____ - ____ - ____
Reason for Moving					

Applicant's Initials (\_\_\_\_)

## Seychelles Condominium Association, Inc.

### Occupant(s) Information (Persons to Occupy Dwelling: Must be name on the Lease):

Name	Age/Gender/Ethnicity	Relationship

### Employment:

Name of Company/Employer Address	Name of Supervisor

### Vehicle Information: (List all vehicles to be parked at the property)

Plate #:	State:	Make:	Model:	Year:
Plate #:	State:	Make:	Model:	Year:
Plate #:	State:	Make:	Model:	Year:
Plate #:	State:	Make:	Model:	Year:

### Additional Applicant Information:

If you are in the military, are you serving under orders limiting your stay to one year or less? Yes \_\_\_\_ No \_\_\_\_

Have you ever been arrested for or convicted of a felony? Yes \_\_\_\_ No \_\_\_\_

If yes, please specify: \_\_\_\_\_

Are there any criminal matters pending against any occupants? Yes \_\_\_\_ No \_\_\_\_

If yes, please specify: \_\_\_\_\_

Is any occupant a registered sex offender? Yes \_\_\_\_ No \_\_\_\_

If yes, please specify: \_\_\_\_\_

Applicant's Initials (\_\_\_\_)

# Seychelles Condo Condominium Association, Inc.

## 3. TENANT MUST COMPLETE AND COMPLY WITH THE FOLLOWING:

**CONTRACT TO LEASE:** I (WE) hereby make an application for occupancy for the following rental unit under the following terms:

**Property Address:** \_\_\_\_\_

**Term of Lease:** [Term of lease may not be for a term of less than thirty (30) days]:

Shall be for \_\_\_\_\_ Months, beginning \_\_\_\_\_, 20\_\_\_\_ and ending the last day of \_\_\_\_\_, 20\_\_\_\_.

**Lease Transaction:** A copy of the Lease MUST be attached to this Application.

**Criminal Background Check:**

In consideration of this Application, a comprehensive review of the Applicant's background will be conducted by the Association and/or its officers, directors, and representative through a background check and/or criminal report to be generated for occupancy.

**Processing Fee:**

Please attach a non-refundable screening fee to this Application made payable to Seychelles Condominium Association, Inc, which covers the administrative costs involved in the review of this Application, including a criminal background check of the Applicant. The fee MAY be higher if the Federal Criminal Background check is for several states. We will need to collect the overage.

**Lease Application Package & Lease Addendum:**

At least thirty (30) days prior to the desired date of occupancy, the following documents must be submitted to the Association office: the Owner's notice of his/her intention to lease, a fully completed and executed copy of this standard lease approval Application, such other information concerning the intended Lessee as the Association may reasonably require, and a copy of the proposed lease signed by the proposed Lessee ("Lease Application Package") together with an executed copy of the standard Addendum to Lease Form attached to this Application.

The application is for qualification purposes only and does not in any way guarantee the applicant that I (we) will be offered the property.

**Interview:** The Board of Directors has the right to require a personal interview with any applicant prior to final Board of Directors approval. Occupancy prior to Board approval is prohibited.

**Acknowledgment:**

I/We, the Tenant(s) of the Home located at (Property Address) \_\_\_\_\_ hereby acknowledge the receipt of the following items from the current Owner(s) *[Please insert your initials on the blank lines]*

\_\_\_\_ Declaration or Seychelles Condo  
\_\_\_\_ By-Laws  
\_\_\_\_ Rules and Regulations  
\_\_\_\_ Articles of Incorporation  
\_\_\_\_ All Amendments to Documents

I/We acknowledge that I/we must comply with all of the terms and conditions set forth in the Association's Declaration for Seychelles Condo, By-laws, and Articles of Incorporation ("Governing Documents"), and further, that I/We are responsible for any and all damages caused by me/us or my/our guests to the Common Areas and Association Property, as well as for any fines which are assessed due to my/our actions.

Further, by signing below, the employer(s) and reference(s) which are listed in Sections 1 and 2 of this Application are hereby authorized to release information to the Association, its officers, directors, and representative, any and all information requested concerning my/our banking, credit, residence and employment. Further, the Association, its officers, directors, employees, agents, members of the screening committee, management company, and/or attorney may disclose any of the information set forth in this Application and any attachments thereto or any information obtained from the landlord(s), police department(s), employer(s) and reference(s) to third parties, such third parties to include but not be limited to the Owner(s) set forth in Section 1 of this Application. I/We agree to release, indemnify and hold harmless the Association, its officers, directors, employees, agents, members of the screening committee, management company, and attorney from any and all claims for losses or damages that may result from or are in any way connected with the disclosure of the information obtained by them to third parties, such third parties to include but not be limited to the Owner(s) set forth in Section 1 of this Application.

Finally, I/we acknowledge that the Board has the absolute right to reject this Lease Application for reasons including: (1) any of the documents comprising the Lease Application Package are not submitted to the Association; (2) the Owner(s) is/are delinquent in Assessments and/or Club dues or other fines and violations for his/her Home pursuant to the Association's Governing Documents; (3) this Lease Application, on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself/herself in a manner inconsistent with the Association's Governing Documents; (4) the approval of the proposed lease would violate any provision of the Association's Governing Documents, which are more particularly described in Section 3 of this Application; (5) I/we or the Owner(s) reflected in Section 1 of this Application make(s) any material misrepresentation on the Application or any other documents or information requested by the Board; (6) negative information pertaining to prior rental history, credit worthiness and personal/business references is obtained; or (7) a criminal background check on the Tenant(s) [which report cannot be more than one (1) month old] reveals that any of the proposed occupants have been convicted of a felony by any court in the United States involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_