

POMPANO AEGEAN CONDOMINIUM ASSOCIATION, INC.
UNIFORM LEASE ADDENDUM

THIS LEASE ADDENDUM (the "Addendum"), entered this _____ day of _____, 20____, by and between Pompano Aegean Condominium Association, Inc. (the "Association"), _____, the record title owner (the "Owner") or "Landlord") of Unit _____ (the "Unit") and _____ ("Tenant") for the use and occupancy of that certain real property located within the condominium is hereby incorporated by and referenced into the existing lease between Landlord and Tenant (the "Lease").

Execution of this Lease Addendum is a required condition of rental of a unit, pursuant to the authority of the Association contained in Article IX, Section 1 (f) of the Declaration of Condominium.

1. The parties hereby acknowledge and agree that Tenant and any other authorized persons who have been screened and approved by the board of directors are hereby subject to the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules & Regulations ("Governing Documents"). Tenant and Owner acknowledge and agree that the breach of the Governing Documents by the Tenant or any family member, guest, or invitee of Tenant, is a material breach of the Lease and this Addendum. ANY FAILURE OF A TENANT OR PERSONS FOR WHO TENANT IS RESPONSIBLE TO ABIDE BY THE GOVERNING DOCUMENTS, LEASE, OR THIS ADDENDUM SHALL BE IMMEDIATE GROUNDS FOR EVICTION AND TERMINATION OF THE LEASE AND THIS ADDENDUM BY THE ASSOCIATION. If Association institutes any proceeding, including, but not limited to, any pre-suit proceeding, arbitration, or lawsuit, to enforce compliance of the Governing Documents, the Lease, or this Addendum, or to terminate the Lease or this Addendum, and/or to evict Tenant and/or any other occupants, Association is entitled to recover from Landlord and Tenant, jointly and severally, all costs and reasonable attorney's fees incurred therein whether suit be brought or not, including all appellate levels. Landlord hereby appoints the President of the Association as Landlord's attorney-in-fact for the purpose of exercising Landlord's eviction rights and, if necessary, to retake possession of the Unit by and on behalf of the Landlord. Landlord acknowledges and agrees that Landlord shall pay the Association all costs and attorney's fees incurred by the Association in enforcing the Governing Documents, the Lease, and this Addendum.
2. Tenancy pursuant to this lease shall commence on _____ and this lease expires as of _____ at which time Tenant shall vacate and remove all personal belongings. Assignment, sub-rental, extensions, or renewals are prohibited absent the written approval of the board of directors and any terms purporting to extend, renew or otherwise allow occupancy after the stated term or by persons other than those screened and approved by the Association are null and void.

3. Tenant shall occupy the premises him/herself along with the following individuals:

No other person shall occupy the unit in the absence of a Tenant. Any Additional occupants must be screened and approved before they may reside in the unit or utilize association facilities.

4. The parties agree that this Addendum is subject to and subordinate to the Governing Documents, all assessments, advances, or other charges which may affect or become a lien upon the Unit. The parties further acknowledge that Tenant is prohibited from maintaining pets within the unit or bringing pets on to the condominium property.
5. Tenant shall be assigned parking space number _____ for Tenant's registered vehicle use. Any parking decal issued by the Association shall automatically expire at the end of the term as stated above.
6. The Association is not liable to Tenant, or any other occupants for damage or injury to person or property caused by other residents or other persons. Tenant and Landlord agree to indemnify, defend, and hold Association harmless from and against any claims for damages whatsoever, including negligence claims, relating directly or indirectly to the Tenant's use of the premises this Addendum or from any activity or work permitted by Landlord or Tenant in or about the premises unless the Association is adjudicated to be grossly negligent. In addition, Landlord and Tenant acknowledge and agree that Association is not liable for personal injury, or damages to Tenant's personal property, from theft, vandalism, fire, water, rains t o r m s , smoke, explosions, or other causes.

7. Landlord and Tenant hereby waive trial by jury in any action, proceeding or lawsuit arising out of the Lease or this Addendum.
8. No amendment or modification to the Lease or this Addendum shall be valid unless in writing and signed by the party against whom enforcement is sought. This Lease and Addendum are governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial without regard to Florida's conflict of law jurisprudence. Venue for any action, proceeding, or litigation arising out of or concerning this Lease or where this Lease is relevant evidence must be in a State, County or Circuit Court, as appropriate, in Broward County, Florida, to the exclusion of all other venues and the parties expressly waive their right to venue elsewhere.
9. If Landlord is delinquent in the payment of any regular or special assessment, or any installment thereof, or any other charge or fee owed to the Association, including but not limited to fines, late fees, interest, or attorneys' fees ("Costs"), Association has the right to require Tenant to pay any Rent due under the Lease to Association to offset any such delinquent assessments or other Costs. Any such payment from Tenant to the Association shall be deemed to be a full and sufficient payment of Rent to Landlord in accordance with the Lease. Tenant shall be discharged from any obligation to pay such amounts directly to the Landlord, so long as such payments are made to the Association, until Landlord's delinquency to the Association is fully cured. Tenant shall begin making such payments upon receipt of a letter signed by an authorized officer of the Association, or the Association's attorney, demanding payment from the Tenant, and shall continue making such payments in monthly installments equal to monthly installments of Rent due pursuant to the Lease until advised in writing that the payments no longer need be made to the Association. Landlord hereby assigns to the Association the right to take legal action for non-payment of Rent, including the right to terminate the Lease, evict Tenant, and obtain possession of the Premises, as set forth above, if Tenant fails to pay the Association any amounts due pursuant to this Paragraph. Landlord by execution of this Addendum, permits the Association to reveal any delinquencies to Tenant for this purpose. Without limitation, the Association may avail itself of such right to terminate the Lease and evict the Tenant pursuant to Chapter 83 and/or 51 of Florida Statutes, and Landlord hereby appoints the President of the Association as Landlord's attorney-in-fact for such purpose as elsewhere herein provided. This right of Association is cumulative and in addition to any and all other rights or remedies Association has against Tenant or Landlord. Moreover, failure of the Landlord to comply with the demand shall constitute a material breach of this Addendum and the Lease.
10. Landlord understands, acknowledges, and agrees that he/she shall have no right of use of the condominium property during the term of this Lease, except as the guest of another resident.

11. The association does not discriminate in the terms and conditions of rental of units based upon any protected classification by state, local or federal law.

12. Landlord and Tenant hereby acknowledge, agree, and understand that Association's execution of this Lease Addendum does not cause the Association to undertake any obligations whatsoever as Landlord. The association is only a party to the extent of its rights to enforce the Governing Document by collecting rent, eviction or otherwise.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the date last aforesaid.

POMPANO AEGEAN CONDOMINIUM ASSOCIATION, INC.	TENANT
	OWNER/LANDLORD