

# NEWBERRY PLAZA CONDOMINIUM ASSOCIATION NEW LEASE PACKET

To process a lease at Newberry Plaza, the Newberry Plaza Condominium Association requires that the Owner and Tenant submit the following items to the Management Office. The Newberry Plaza Condominium Association requires that all items be submitted to the Management Office thirty (30) days in advance of new Tenant occupancy and before scheduling a move in date and time.

## **CHECK LIST**

**LEASE ADMINISTRATIVE FEE**

A \$375 Lease Processing Fee.

**TENANT CONSUMER REPORT**

Submit \$75.00 (per applicant) for the authorization for release of information and consumer authorization to obtain a credit report, in a Money Order, Cashier's or Certified Check made payable to "Newberry Plaza Condominium Association."

**ELEVATOR FEE**

Submit \$800.00, for two hours of elevator time to move in and two hours of elevator time to move out in a Money Order, Cashier's or Certified Check made payable to the "Newberry Plaza Condominium Association."

*This fee is non-refundable.*

**ELEVATOR SECURITY DEPOSIT**

Submit \$400.00 pursuant to the attached Elevator Security Deposit Agreement.

*A \$400.00 elevator deposit will also be required at the time of scheduling a move out.*

**Required Items**

- 2023 C.A.R Lease
- Newberry Lease packet
- Fees - In a Money Order, Cashier's or Certified Check.

**ORIENTATION**

Complete orientation packet and FOB will be received upon move in.

**Moves are scheduled Monday through Friday, 9-11am or 1-3pm.  
No moves are allowed on holidays.**

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION  
NEW LEASE PACKET FOR OWNER(S)**

The Newberry Plaza Condominium Association Board of Directors wishes to take this opportunity to thank you for your cooperation in processing your proposed tenant's lease. The requested information is necessary to assist management in maintaining Newberry as a first-class condominium. Management and the Board of Directors appreciate your assistance in completing the forms in this section and the forms for your proposed tenant(s) in New Lease Packet for Tenants.

Thank you.

BOARD OF DIRECTORS  
NEWBERRY PLAZA CONDOMINIUM ASSOCIATION

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**OWNER NAME AND CURRENT OR FORWARDING ADDRESS**

**UNIT NUMBER \_\_\_\_\_**

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**LEGAL AND BENEFICIAL OWNER(S) NAME OR HOLDER OF POWER OF DIRECTION IF UNIT HELD IN TRUST**

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**MAILING ADDRESS**

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**CITY, STATE, ZIP**

**(\_\_\_\_) \_\_\_\_\_  
CELL PHONE**

**(\_\_\_\_) \_\_\_\_\_  
ALTERNATIVE PHONE**

**\_\_\_\_\_  
EMAIL**

**NEW BERRY PLAZA CONDOMINIUM ASSOCIATION  
NEW LEASE PACKET FOR OWNERS**

**SMOKE DETECTOR CERTIFICATION**

**I (we) certify that there is a smoke detector installed in the unit in good working order, in compliance with City Code.**

**OWNER(S) \_\_\_\_\_ (initials) \_\_\_\_\_ (initials)**

**NOTICE OF INTENT TO LEASE**

In accordance with the Regulations established by the Board of Directors under the Declaration of Condominium Ownership, I (we) hereby submit to the Board of Directors this Notice of Intention to Lease the above described Property to the party or parties (and only those parties) named following and upon the terms specified in the attached lease. The tender to and receipt by the Board of this completed form shall constitute valid notice of my (our) intention to lease the Unit.

I (We) understand that:

1. Within 30 days after receipt by the Board of this notice and accompanying required documents, the Board will either exercise its first right and option to lease the above mentioned Unit or will waive said right and option.
2. This lease transaction must be closed within 60 days after the Board has formally waived its first right option. Otherwise, the lease shall again become subject to the Board's first refusal right.
3. The hourly use fee of \$200.00 for the use of the elevator by the tenant to move in and out of the Unit and that any damages caused during such moves, including furniture or appliance deliveries if unpaid by my (our) Tenant, will be my (our) responsibility and, if unpaid, will automatically be charged to the unit's assessment account.

Attached to this New Lease Packet is a true copy of a lease with required Rider setting forth all of the terms of the agreement between the parties.

The monthly rent is \$\_\_\_\_\_

I (We) certify that I (we) have read all sections of this New Lease Packet and the information therein is complete, true and correct.

**Owner Signature \_\_\_\_\_ Date \_\_\_\_\_**

**Owner Signature \_\_\_\_\_ Date \_\_\_\_\_**

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION  
NEW LEASE PACKET FOR TENANTS**

**Resident Information Sheet – Section I**

(Please print and complete all items)

Unit #: \_\_\_\_\_

Home #: \_\_\_\_\_

\_\_\_\_\_  
**Legal and Beneficial Owner(s) of unit or holder of power of direction, if held in trust**

(Names of residents must also appear on the lease)

**Residents(s):** 1. \_\_\_\_\_ **Cell 1 #:** \_\_\_\_\_

2. \_\_\_\_\_ **Cell 2 #:** \_\_\_\_\_

3. \_\_\_\_\_ **Cell 3 #:** \_\_\_\_\_

**Alternate Phones:**

**Email Address:** 1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 3. \_\_\_\_\_

**CHILDREN RESIDENTS:**

**AGE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*\*\*\*IN CASE OF EMERGENCY\*\*\*\***

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

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

**Cell Phone:** (\_\_\_\_\_) \_\_\_\_\_ **Alternative Phone:** (\_\_\_\_\_) \_\_\_\_\_

**Are you a disabled resident requiring assistance:** No \_\_\_\_\_ Yes \_\_\_\_\_

**If yes, please describe** \_\_\_\_\_

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION  
NEW LEASE PACKET FOR TENANTS**

**Resident Information Sheet – Section II**

**Please have each resident initial each items:**

\_\_\_\_\_ We certify that: (1) the information set forth above includes each and every person who will occupy the unit and is complete, true and correct; and (2) we will notify the Management Office of any change in the information set forth above.

\_\_\_\_\_ We certify that we received a copy of the EPA Required Lead Safety Pamphlet.

\_\_\_\_\_ We understand that dogs are not permitted anywhere in Newberry Plaza.

\_\_\_\_\_ We understand that false statements or documentation, including, but not limited to, lease agreements and riders will be considered a breach and violation of the Declaration and Rules and Regulations, and may result in a fine or other action allowed by law.

\_\_\_\_\_ We certify that we will be using the unit for residential purposes only.

\_\_\_\_\_ We understand that Newberry Plaza does not allow short-term rentals of any kind whatsoever.

\_\_\_\_\_  
**Tenant's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant's Signature**

\_\_\_\_\_  
**Date**

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION  
NEW LEASE PACKET FOR TENANT(S)**

**ELEVATOR SECURITY DEPOSIT AND AGREEMENT**

**TENANT(S) NAME:** \_\_\_\_\_

**UNIT(S):** \_\_\_\_\_

I (We), the Tenant(s) agree to deliver to and payable to Newberry Plaza Condominium Association the "Association") a \$400.00 security deposit, payable in money order, cashier's or certified check which will be held by the Association in accordance with its Rules and Regulations as a deposit for elevator usage in excess of two hours and as security against damage caused to the Association's Common Elements arising from, or out of, elevator usage in the moving of my (our) furnishings and belongings into or out of the Unit(s) identified above. Time in excess of two hours is charged in fifteen minute increments at a rate of \$50 per quarter hour. This \$400 deposit must be delivered to the Association prior to the elevator reservation.

The entire security deposit of \$400.00 will be refunded upon completion of the move, provided there is no damage sustained to the Common Elements of the Newberry Plaza Condominium Association and no elevator usage in excess of two hours. Damage in excess of the security deposit shall be promptly paid by the undersigned to the Association upon demand.

I (We) further understand that the Association is not liable for any cost incurred by me (us) due to elevator failure or availability.

If more than one person is leasing, each person must sign below.

**Tenant(s) Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tenant(s) Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tenant(s) Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## NEWBERRY PLAZA CONDOMINIUM ASSOCIATION RIDER

This rider ("Rider") is added to the attached lease in accordance with the Rules and Regulations of the Newberry Plaza Condominium Association. By executing this Rider, the undersign parties acknowledge expressly that every lease and the parties so noted in the lease shall be subjected in all respect to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association and any failure by the lessee to comply with the terms thereof shall be a default under this lease.

Lessee is fully responsible for complying with all Association governing documents, including the Declaration, By-Laws, and Rules and Regulations. In the event of a violation of any of the Association governing documents, including, but not limited to those enumerated above, results in a fine or other charge, the Lessor (owner) will be ultimately held responsible for the fine, penalty or other administrative charge.

Lessee agrees to furnish the Association with a completed Resident Information Sheet, Lessee's home and office telephone numbers, and with names of all occupants of the unit.

This lease shall be subject to the right of first refusal of the Association provided for in Article VIII, Section D of the Declaration of Condominium. Lessor shall, within five (5) days after the execution of this lease, deliver to the Association notice thereof, together with a signed copy of this lease request. Lessee agrees to cooperate fully in furnishing such information and, if required by the Association, to attend an orientation with the Association. In the event that the Association elects to exercise its right of first refusal, this lease shall be null and void and neither party shall have any rights or liability hereunder.

A sublease of the unit will require a complete new Lease Packet and will be considered an entirely new lease transaction. An assignment of this lease is not permitted. Lessor and Lessee shall furnish to the Association a complete Lease Packet prior to the occupancy of the unit. All leases must be for a minimum of 12 months.

Lessor and Lessee understand that any false statement made in the conjunction with executing this Lease is a violation of the Association's rules and would subject the Lessor to a fine and may result in the lease being void.

The Board of Directors of Newberry Plaza Condominium Association shall be a third party beneficiary of the lease and shall be entitled to pursue all available legal and equitable remedies in the event of any default. No rights of the Board of Directors shall be deemed to have been waived or abrogated by reasons of any previous failure to enforce the same.

This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

\_\_\_\_\_ (Signature)

**OWNER**

\_\_\_\_\_ (Signature)

**OWNER**

\_\_\_\_\_ (Signature)

**OWNER**

\_\_\_\_\_ (Signature)

**TENANT**

\_\_\_\_\_ (Signature)

**TENANT**

\_\_\_\_\_ (Signature)

**TENANT**

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION  
PET REGISTRATION AGREEMENT**

**UNIT NUMBER** \_\_\_\_\_

**Tenant(s)** \_\_\_\_\_

**Type of Pet** \_\_\_\_\_

**Pet's Name** \_\_\_\_\_ **Breed** \_\_\_\_\_

**Age** \_\_\_\_\_ **Date of last rabies shot** \_\_\_\_\_

**Color** \_\_\_\_\_ **Height** \_\_\_\_\_ **Weight** \_\_\_\_\_ **Sex** \_\_\_\_\_

**If Male Cat: Certificate of Neutering (Attached)** \_\_\_\_\_

The above tenant(s), in consideration of the permission granted by the Newberry Plaza Condominium Association ("Association") to keep a pet in their unit, hereby agrees as follows:

1. No pets or guest pets are allowed in the building except for those pets of the type usually and customarily kept as a household pets which:
  - i. are maintained in a cage, aquarium, or similar enclosure and do not use the common elements,
  - ii. do not exceed in size or weight of a common household cat, and
  - ii. are non-venomous and otherwise present no danger to residents in the event of escape; this section does not permit, however the keeping of dogs, pigs, mice, rats, insects, or snakes.
2. Household cats are allowed under Section 1(b), but are limited to no more than two per residence. Male cats must be neutered and the certificate of neutering provided.
3. Pets must be raised or kept using the strictest sanitary procedures possible consistent with such activities and in a manner which does not jeopardize the health, safety, and welfare of the remaining Owners and Tenants. No animals shall be raised, bred or kept for any commercial purpose. Litter boxes must be kept clean at all times, minimally clean daily if in use, in order to eliminate any odors in any common area or other units. Kitty litter must be disposed of in tightly sealed plastic bags and placed in the garbage chute. At no time are pets allowed to run freely in any common area of the building.
4. Pets shall be controlled so as to neither (a) create a nuisance nor (b) relieve themselves in or on the Common Elements. Any deposit of waste by a pet on the Common Elements shall promptly and properly be disposed of by the person attending to the pet. Pets shall not be fed in any portion of the Common Elements.



5. No pets may be left unattended at any time in the Common Elements. At no time will pets be permitted in the Common Elements unless carried in an enclosed container.
6. An Owner is responsible for damage or other violations of these Rules and Regulations and Guidelines caused by any pets kept or maintained in the Units owned by him or her, including pets of his or her Tenants and invitees of the Owner or Tenant. The cost of repairing or remedying any damage caused by a pet, and the cost or other charges associated with maintaining or enforcing the relevant portions of the Declaration, By-Laws or Rules and Guidelines, shall be charged to the responsible Owner.
7. All pets must be registered. The Board may impose such registration fees as it deems appropriate. For the protection of all persons, registrations of authorized pets shall include the pet Owner's name, the pet's name, the Unit number, a physical description of the pet and up-to-date proof of current rabies inoculation.
8. Any Owner, Tenant, Association officer employee who observes any litter, damage or other violation caused by a pet should report such violation in writing to the Management Office, identifying the pet and/or its owner and/or Unit and describing the violation.
9. All statutes, ordinances, Rules and Guidelines of the governmental organizations of body having jurisdiction over the Building, pertaining to animal regulation, are incorporated herein and made a part thereof.
10. Any Owner who has been found to have been responsible for one or more violations of these Rules and Guidelines shall be deemed to have a pet which causes or creates a nuisance or unreasonable disturbance within the meaning of the Declaration. Thereafter, the Board or its authorized agents may elect to order the permanent removal of the pet from the building upon three (3) days' notice from the Board its authorized agents. In addition, each violation of the above agreement may result in a fine per occurrence.

The Tenant(s) identified above here by execute this Agreement on this day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ and agree to be subject to its enforcement.

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

Authorization For Release of Information and Consumer Authorization to Obtain Consumer Report

“I hereby authorize NEWBERRY PLAZA CONDOMINIUM ASSOCIATION, to obtain a consumer report, and any other information it deems necessary, for the purpose of evaluating my application. I understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, and/or any other necessary information. I understand that subsequent consumer reports may be obtained and utilized under this authorization in connection with an update, renewal, extension or collection with respect or in connection with the rental or lease of a residence for which application was made. **I hereby expressly release NEWBERRY PLAZA CONDOMINIUM ASSOCIATION and any persons directly involved in this lease application, including, but not limited to, the owner of the condominium unit, the listing agent, the tenant’s agent, and any other furnisher of information, from any liability what-so-ever in the use, procurement, or furnishing of such information. I understand that my application information may be provided to, but not limited to, the owner of the condominium, the listing agent, the tenant’s agent, and/or various local, state and/or federal government agencies, including, without limitation, various law enforcement agencies.”**

\_\_\_\_\_  
**PRINT FULL NAME**

\_\_\_\_\_  
**SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**DATE OF BIRTH**

\_\_\_\_\_  
**CURRENT MAILING ADDRESS (Street Address, City, State, Zip)**

\_\_\_\_\_  
**PREVIOUS MAILING ADDRESS (Street Address, City, State, Zip)**

X \_\_\_\_\_  
**Signature**

X \_\_\_\_\_  
**Date**