



12250 Tamiami Trail E.
 Suite 207
 Naples, FL 34113
 239-747-7227,
 f 239-919-3178
dkosmala@vestapropertyservices.com
VestaPropertyServices.com/sw

NEWCASTLE CONDOMINIUM ASSOCIATION,
 INC.
 Revised May, 2020
APPLICATION FOR APPROVAL TO
LEASE

****NOTE**:**

Lease term minimum of one month with a maximum of four (4) times a year (per Newcastle Declaration of Condominium). IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF THE ASSOCIATION, THIS FORM AND ALL REQUIRED ENCLOSURES MUST BE SUBMITTED TO VESTA PROPERTY SERVICES TWENTY DAYS (20) PRIOR TO OCCUPANCY (SECTION 13). APPROVAL MUST BE RECEIVED PRIOR TO OCCUPANCY.

(Please complete entire application. An incomplete application will cause delays in processing.)

Owner of Record _____

Address: _____ Unit # _____ Bldg # _____

Term of Lease: From _____ To _____

Applicant's Name(s) _____

Present Address _____

Date of Birth: _____ Social Security Number _____

Persons who will occupy the above condominium unit are as follows, please provide dates of birth (and social security numbers for all occupants 18 years of age or older):

Name _____ DOB: _____ SSN: _____

Relationship _____

Present Address _____

Name _____ DOB: _____ SSN: _____

Relationship _____

Present Address _____

APPLICANT IS AN ACTIVE MEMBER OF THE UNITED STATES ARMED FORCES? _____ YES _____ NO

NOTE: If at current address less than two years, please complete prior address below:



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Applicant's Prior Address: _____

City _____ St _____ Zip _____ Phone _____

Employer: _____ Phone _____

Address: _____ Position: _____

NOTE: If retired, enter former Business or Profession on Employer line above.

Financial reference: _____

Address: _____

City _____ St _____ Zip _____ Phone _____

Auto: Make/Model _____	Color _____	Yr _____	Lic# _____	St _____
Auto: Make/Model _____	Color _____	Yr _____	Lic# _____	St _____
Auto: Make/Model _____	Color _____	Yr _____	Lic# _____	St _____
Auto: Make/Model _____	Color _____	Yr _____	Lic# _____	St _____

- ** A CURRENT COPY OF THE REGISTRATION IS REQUIRED FOR THE VEHICLES LISTED
- ** ABSOLUTELY NO TRUCKS OF ANY KIND PERMITTED ON ASSOCIATION PROPERTY
- ** TENANTS ARE NOT PERMITTED TO HAVE PETS

By submitting this application, I consent to the Association performing a criminal background check and a credit check. I also consent to attending an in-person interview if I am seeking to reside in Newcastle for the first time and applying to lease for a term of more than 6 months. **Interviews are conducted on the first and third Monday of the month starting 5 p.m.** I understand that my application may be denied by the Association based upon information obtained from my background checks and/or in-person interview.

Interviews are MANDATORY for approval of all sales and leases.

Interviews are held at the LANDOVER Circle POOL . Please check below to confirm interview date.

EVERY 1st Monday of the month at 5 pm

EVERY 3rd Monday of the month at 5:30 pm

You will not receive a reminder or follow-up. The attendance is the responsibility of the perspective resident.



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I (We) acknowledge receipt of and have read and agree to abide by the Rules and Regulations for Newcastle Condominium Association, Inc. as they may exist. I acknowledge that my application will not be approved if I fail to submit a rules compliance agreement executed by all persons who intend to occupy the unit.

By signing this application, I understand that I am agreeing to a covenant to abide by the Condominium Association's documents, rules and restrictions and that the Association has the authority to terminate my lease and evict me in accordance with Chapter 83, Florida Statutes, whether such covenant is expressed in my lease or not.

It is also our understanding that we are to obtain a key to the pool area from the owner of this unit.

PLEASE FILL OUT THE FOLLOWING BELOW COMPLETELY.

➔SIGNATURE OF APPLICANT _____ Date _____

➔SIGNATURE OF APPLICANT _____ Date _____

➔SIGNATURE OF OWNER or AGENT _____ Date _____

Name of Real Estate Co (if applicable) _____

Address of Owner or Agent _____

Email: _____ Phone _____



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Please include: An incomplete application package will cause delays in processing

- _____ Fully Completed Application
- _____ \$100 NON-REFUNDABLE Application Fee and \$40.00 per person for credit and background check Payable to Newcastle Condo Assoc.
- _____ Copy of fully executed lease agreement
- _____ Copy of Driver's License
- _____ Copy of Vehicle Registration for each vehicle

Address: _____ Bldg # _____ Unit # _____

Owner: _____

Tenant: _____

Tenant: _____



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Association Security Deposit

For lease terms of greater than six (6) months, you are required to submit a deposit equal to one (1) month's rent as determined by your lease agreement. This deposit shall be held in escrow by the Association's management company and shall be submitted with this application. This deposit shall protect against damages to common elements or association property. [Note: This is separate from any security deposit you are required to maintain with the owner of the Unit; see Florida Statutes section 718.112 and section 13.8 of the Newcastle Declaration of Condominium]

FAILURE TO PAY THE DEPOSIT REQUIRED SHALL RESULT IN DENIAL OF THE LEASE APPLICATION

Applicant Initials: _____

Owner or Agent Initials: _____

The Association shall be entitled to apply the deposit funds to:

- 1) Any damage to common elements or association property caused by the lessees or their family, guests or invitees;
- 2) Any costs incurred by the association to correct violations by the lessees or their family, guests or invitees, including without limitation attorney's fees and costs;
- 3) Any fines imposed against the unit owner or lessee for violations of the association's rules and restrictions.

PROVIDED THE UNIT OWNER AND LESSEE HAVE FAITHFULLY COMPLIED WITH ALL RULES AND RESTRICTIONS OF THE CONDOMINIUM ASSOCIATION, THE PAYOR OF THE DEPOSIT SHALL BE ENTITLED TO A RETURN OF THE DEPOSIT IN FULL WITHIN THIRTY (30) DAYS OF THE DATE THE LESSEE VACATES THE UNIT FOLLOWING TERMINATION OF THE LEASE.

Applicant Initials: _____

Owner or Agent Initials: _____

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ACTION OF BOARD OF DIRECTORS:

APPROVED _____ DISAPPROVED _____ DATE _____

APPROVED WITH DEPOSIT _____ OF \$ _____

BY: _____ OR _____
Association President/Secretary Manager of the Association

NEWCASTLE CONDOMINIUM ASSOCIATION, INC.

COMPLIANCE AGREEMENT

NAMES OF RESIDENTS (please print the names of all owners, tenants and family members over the age of 18 who will occupy the unit):

UNIT NUMBER & ADDRESS _____

By signing this Compliance Agreement and taking occupancy in the above-described unit in Newcastle Condominium, I HEREBY ACKNOWLEDGE AND AGREE that I have received a complete copy of the Rules and Regulations for the Newcastle Condominium Association, that I have reviewed the Rules in their entirety, that I understand the restrictions and obligations contained in the Rules and that I agree to abide by the Rules for as long as I reside in the unit

I further ACKNOWLEDGE AND AGREE that the Newcastle Condominium Association, Inc. has the right to impose fines and suspensions if I fail to abide by the Rules and the right to seek an eviction or injunctive relief under legal proceedings if I continue to violate the Rules after a written warning from the Association. I understand and agree that the Association's Board of Directors has the right to determine if a violation has occurred, in its sole discretion.

DATED: _____, 20__.

SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

STANDARD LEASE ADDENDUM

NEWCASTLE CONDOMINIUM ASSOCIATION, INC. (“ASSOCIATION”)

This Standard Lease Addendum is entered into this ____ day of _____, 20____, by and between _____ (“Landlord or Lessor”) and _____ (“Tenant or Lessee”).

WHEREAS, Landlord and Tenant have entered into a lease agreement for the lease of unit _____ in Newcastle Condominium (“lease”), which has a physical address of _____ (the “unit”); and

WHEREAS, as a material condition of the Association’s decision to approve the lease, the Association has required the Landlord and Tenant to adopt this Standard Lease Addendum, which supplements and amends the lease.

NOW, THEREFORE, for and in exchange of good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows.

1. The above recitals are true and correct.
2. The unit may not be leased more often than four (4) times in any twelve (12) month period, and the unit shall not be leased for a term of less than thirty (30) days. The first day of occupancy under the tenancy shall determine when the lease term commences. No lease of the unit may be for a period of more than one (1) year, and any extension or renewal of a lease shall be treated as a new lease such that the Board of Directors has the right (but not the obligation) to require notice and approval of such extended or renewed lease in accordance with section 13.1 of the Declaration of Condominium (“Declaration”). No subleasing or assignment of lease is allowed for any portion of the unit.
3. No but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.
4. If the lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 of the Declaration. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.
5. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term.

6. All of the provisions of the Florida Condominium Act, the Newcastle condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying the unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Act and the condominium documents, designating the Association as the Landlord's agent with the authority to terminate the lease, or any extension thereof, and evict the Tenant in the event of breach of such covenant, shall be deemed to be included in the lease, whether oral or written, and whether specifically expressed in the lease or not. The Association's right to terminate the lease and evict shall be under section 83.56(2)(a), Florida Statutes, and in such event the Association shall have a right of action for possession under section 83.59, Florida Statutes. Should the Association exercise such rights to evict and take possession, it shall do so without any liability to the Landlord and the Landlord hereby releases and holds the Association harmless for any loss, damage or other liability incurred as the result of the Association pursuing the above remedies. The Association's current rules and regulations are attached and incorporated into this Standard Lease Addendum.

7. In the event of a conflict between any provisions of the lease and this Standard Lease Addendum, this Standard Lease Addendum shall control.

Agreed and acknowledged this ____ day of _____, 20____.

Landlord / Unit Owner

Tenant

 Print Name: _____
 Date: _____

 Print Name: _____
 Date: _____

 Print Name: _____
 Date: _____

 Print Name: _____
 Date: _____