

AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT RENT UPON DELINQUENCY IN MAINTENANCE PAYMENTS

WHEREAS, _____ (hereing "Owner"), is the record owner(s) of Unit _____ located at 300 Waterway Dr S, Lantana, FL. Waterway Club #8 Condominium Association as amended, recorded in the Public Records of Palm Beach County.

WHEREAS, Waterway Club #8 Condominium Association (herein "Association") is the entity charged with the operation and management of the Condominium; and

WHEREAS, Owner desires to lease the unit to _____ (herein "Lessee"(s)) pursuant to a lease submitted herewith; and

WHEREAS, the parties desire the approval of the Association for the lease, pursuant to Article 18.6 of the Declaration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

1. Upon the execution and delivery of this Authority Agreement, the Association shall provide the necessary approval for the lease.
2. If, at any time during the pendency or term of the lease, Owner becomes delinquent in payment of assessments to Association, owner and Lessee(s) agree that the Association shall have the power, right and authority to demand lease payments directly from the Lessee(s) and deduct such past due assessments, cost and attorney fees, if any, as may be delinquent. Further, owner and Lessee(s) agree that Lessee(s) will pay the full rental payment due, to the Association, upon written demand. Owner expressly absolves Lessee(s) from any liability to Owner for unpaid rent under the Lessee Agreement. If such payment is made directly to Association upon demand from Association. If any funds are left over, the Association shall immediately remit the balance to Owner at the address listed in the Association records.
3. Should Lessee(s) fail to comply with the demand of the Association within three(3) days of receipt of a demand for payment hereunder, the Association is hereby granted the authority to obtain a termination of the tenancy, in the name of Owner, through eviction proceedings, or to seek injunctive relief or specific performance under this contract. Owner and Lessee(s) further agree that, if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorney's fees and costs, including appeals, from Owner.

Agreed to this _____ day of _____, 20____

WATERWAY CLUB #8 CONDOMINIUM ASSOCIATION

OWNER(S) _____

LESSEE(S) _____

By: _____ Attest: _____