



ESTANCIA PALM SPRINGS HOMEOWNERS ASSOCIATION, INC.

C/O CMC Management, Inc.
2950 Jog Road, Greenacres, FL 33467
561-641-1016 - 561-641-9118 FAX
Lisa@cmcmanagement.biz

REQUIREMENTS FOR SALE/LEASE APPLICATION:

1. NON REFUNDABLE APPLICATION FEE FOR ALL APPLICANTS OVER THE AGE OF 18. \$100 PER APPLICANT, UNLESS HUSBAND & WIFE \$100.00 TOTAL PAYABLE TO: "ESTANCIA HOA"
2. \$60.00 NON-REFUNDABLE PROCESSING FEE PAYABLE TO: "CMC MANAGEMENT"
3. **LEASES - \$1,000.00 REFUNDABLE SECURITY DEPOSIT REQUIRED FOR COMMON AREA:** PAYABLE TO "ESTANCIA HOA"
4. COPY OF LEASE/SALE CONTRACT REQUIRED/ COPY LEASE – No lease may be approved for less than a one (1) year term.
5. BACKGROUND CHECK (Initiated by Management Company) WTC FORM FOR BACK GROUND CHECK FOR EACH INDIVIDUAL TENANT OVER AGE 18. **A 600 minimum credit score for all applicants required.**
6. MUST HAVE OWNER'S OFF-SIGHT ADDRESS/ PHONE NUMBER/ E MAIL ADDRESS
7. COPY OF APPLICANT (S) DRIVERS LICENSE, VEHICLE REGISTRATION (S) AND VEHICLE INSURANCE.
8. PICTURE OF PET (S), COPY OF CURRENT LICENSE AND VACCINATION CERTIFICATE FOR ALL PETS MUST BE INCLUDED
9. ***FOR SALE APPLICATIONS- PRESENT UNIT OWNER MUST FILE AN INTENT-TO-SELL WITH ASSOCIATION. AN ESTOPPEL MUST BE REQUESTED PRIOR TO CLOSING.*** FAILURE TO DO SO MAY CAUSE NEW OWNER LIABILITY FOR PAST UNIT DELINQUENCY. IF NEEDED, HOMEOWNER'S DOCUMENTS ARE \$70.00, PAYABLE BY CHECK TO: "CMC MANAGEMENT"
10. IT IS OWNER/TENANTS RESPONSIBILITY TO INFORM MANAGEMENT OF ANY CHANGES IN MAILING ADDRESS AND/OR PHONE NUMBER (S).
11. NO LEASE LESS THAN A TWELVE (12) MONTH PERIOD. A BUSINESS PERMIT FROM THE VILLAGE OF PALM SPRINGS MUST BE PROVIDED. **MUST HAVE ASSOCIATION APPROVAL PRIOR TO OCCUPANCY.** Landlords subject to penalty for tenant occupancy without PRIOR Association Approval.
12. BOARD APPROVAL REQUIRED FOR LEASE APPROVAL – Association shall have thirty (30) days from receipt of *fully executed* lease application to approve or disapprove. Tenant may NOT move in until approved. ASSOCIATION DUES MUST BE UP TO DATE.
13. COMPLETE EVERY LINE ON THE APPLICATION; ALL QUESTIONS MUST BE ANSWERED. Should the question not apply, answer "N/A". INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. ALL PAGES MUST BE SUBMITTED TOGETHER WITH APPROPRIATE FEES.

***** ASSOCIATION MUST GET COPY OF RENEWED LEASE OR ADDENDUM OF THE RENEWED LEASE EVERY YEAR. *****



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CERTIFICATION OF APPROVAL

FOR PURCHASE ☐

FOR RENTAL ☐

Pursuant to the Declaration of Covenants of Estancia Palm Springs Homeowners Association, Inc; the Association, by and through its President, Secretary or their designee certifies approval of the following transaction between: _____ as Seller(s) Landlord(s) and _____ as Buyer(s) Tenant (s)

For the purchase/lease of the following property which is located in Palm Beach County, Florida:

_____ Talia Circle. Palm Springs, FL 33460

In Witness Thereof, executed this _____ day of _____ 20 _____

Approved by: _____, LCAM, CMCA
Print Name

Witness: _____
Print Name

Signature

Signature

Association Property Manager
Position

For the Board of Directors; Estancia Palm Springs HOA



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NOTICE OF INTENT TO SELL

I/WE DO HEREBY NOTIFY ESTANCIA PALM SPRINGS HOA, INC. OF OUR INTENT SELL OUR UNIT AS FOLLOWS:

TRANSACTION: SALE _____

ADDRESS: _____

CURRENT OWNER(S): _____

Prospective 'Buyer(s)

Name Name

Other person(s) who will occupy the home:

Name	Relationship/Occupation
_____	_____
_____	_____
_____	_____

Current Unit owner's Signature

Date

Current Co-owner's Signature

Date

**All sales of units in the Estancia Palm Springs HOA are subject to 011 the Governing Documents Bylaws, Restrictions, and Rules & Regulations. **



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This Instrument WITS prepared by:
Kayc Bender Rembaum, P.L.
Kerstin Henze, Esq.
1200 Parle Central Boulevard South
Pompano Beach, FL 33064

AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT RENT UPON DELINQUENCY IN MAINTENANCE PAYMENTS AND TO TERMINATE LEASE AND EVICT THE LESSEE

WHEREAS, _____ (herein "Owner(s)"), is the record owner(s) of the property located at _____ Talia Circle Palm Springs Florida 33461 (herein the "Unit") in Estancia Palm Springs Homeowners Association, Inc. (herein the "Community"), as described in the Declaration of Covenants for Estancia Palm Springs (herein "Declaration"), as recorded in the Public Records of Palm Beach County, at Official Records Book 17955 at Page 1508; and

WHEREAS, Estancia Palm Springs Homeowners' Association, Inc. (herein "Association") is the entity charged with the operation and management of the Community; and

WHEREAS, Owner(s) desire 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 this lease, pursuant to Article VIII 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. The foregoing recitals are true and correct.
2. Upon the execution and delivery of this Authorization Agreement, and the submission of any other documentation required by the Association, assuming the satisfactory result of the standard background investigation of Lessee(s), the Association shall provide the necessary approval for the lease.
3. If, at any time during the pendency or term of the lease, Owner(s) becomes delinquent thirty (30) days or more in the payment of assessments to Association, Owner(s) and Lessee(s) agree that Association shall have the power, right and authority to demand lease payments directly from the Lessee(s) and deduct such past-due assessments, costs and attorney fees, if any, as may be delinquent. Further, Owner(s) and Lessee(s) agree that Lessee(s) will pay the full rental payment due, to the Association, upon written demand. Owner(s) expressly absolves Lessee(s) from any liability to Owner(s) for unpaid rent under the Lease Agreement if such payment is made directly to Association upon demand from Association. If any funds remain after deduction of amounts owed, the Association shall apply the remaining funds to the account of the Owner(s) as a credit against future assessments.
4. Should Lessee(s) fail to comply with the written demand of the Association by forwarding the next rent payment due (and all future rent payments due until instructed otherwise, in writing, by the Association) to the Association, the Association is hereby granted the authority to obtain a termination of the tenancy, in the name of Owner(s), through eviction proceedings, or to seek injunctive relief or specific performance under this contract
5. Further, if, at any time during the pendency or term of the approved lease, the Lessee(s) or his/her/their family members, guests or invitees fail and/or refuse to observe any of the provisions of the Declaration, the Articles of



Incorporation; Bylaws or the Rules and Regulations of the Association, as any of them may be amended from time to time, or lease agreement or other applicable provisions of any agreement, document, or instrument governing the Unit, common areas or Association property, the Owner(s) and Lessee(s) hereto agree that the Association may act as agent and on behalf of the Owner(s) to terminate the lease and file a legal action directly against the Lessee(s) and any other occupants in possession of the Unit, without further notice or demand, to cause the immediate and permanent removal of the Lessee(s) and all other occupants from the Lot and Unit pursuant to Chapter 83 of the Florida Statutes.

6. The Owner(s) and Lessee(s) further agree that, if any legal action is required to be brought to enforce the terms of this Agreement, including to evict the Lessees) and all other occupants from the Unit, the Association shall be entitled to recover all reasonable costs associated with such action, including, but not limited to, attorney's fees and costs incurred by the Association pre-suit and through Judgment and any appeal(s) therefrom. Any such costs will be the personal obligation of the Owner(s) and shall be a special assessment against the Unit, collectible in the same fashion as any other assessment provided under the Declaration.
7. This Agreement shall be subject to and construed in accordance with the laws of the State of Florida. Venue for any legal action shall lie in Palm-Beach County, Florida.

OWNER(S)

By: _____

By: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ as Owner(s) who is/are personally known to me or who
has/have produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

My Commission expires:

Sign: _____

Print: _____

LESSEE(S)

State if Florida at Large

By: _____

By: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ as Owner(s) who is/are personally known to me or who has/have
produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

My Commission expires:

Sign: _____

Print: _____

State if Florida at Large



ESTANCIA PALM SPRINGS HOMEOWNERS ASSOCIATION, INC.

Good Cause Criteria for Approving/Disapproving LEASES

In accordance with Article VIII of the Declaration of Covenants the Board of Directors has the right to approve or disapprove a proposed lease of a Lot and Unit by considering the following factors as constituting good cause for such disapproval. (However, the Board is not required to provide the specific reasons for disapproval):

- (i) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;
- (ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts, a credit score lower than 600, or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association;
- (iii) The application for approval provides information which, on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Community;
- (iv) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;
- (v) The Owner requesting the approval has had fines levied against him and/or her which have not been paid; or
- (vi) All assessments and other charges against the unit have not been paid in full.

The undersigned acknowledge that he/she/they have read the above bases which could result in the disapproval of a proposed lease, and understand that no lease applicant may take possession of a Lot and Unit prior to the issuance of a written approval by the Board of Directors.

By: _____
Owner

By: _____
Owner

Date: _____

By: _____
Applicant

By: _____
Applicant

Date: _____



ESTANCIA PALM SPRINGS HOMEOWNERS ASSOCIATION, INC.
C/O CMC Management, Inc.

SALE/LEASE APPLICATION

ADDRESS: _____ Talia Circle, Palm Springs, FL 33461 (please indicate the address of the property located at Estancia Palm Springs Homeowners Association, Inc)

UNIT OWNER NAME: _____

UNIT OWNER PHONE # _____ E-MAIL ADDRESS OF UNIT OWNER: _____

APPLICANT #1 NAME: _____ Date of Birth: ____/____/____

ADDRESS: _____ HOME PHONE#: _____ CELL PHONE #: _____

PRESENT EMPLOYER'S NAME: _____ WORK PHONE #: _____

E-MAIL ADDRESS OF LEASEE _____

POSITION: _____ Dates Employed: ____/____ to ____/____
Month/Year Month/year

APPLICANT #2 NAME: _____ Date of Birth: ____/____/____

ADDRESS: _____ HOME PHONE#: _____ CELL PHONE #: _____

PRESENT EMPLOYER'S NAME: _____ WORK PHONE #: _____

E-MAIL ADDRESS OF LEASE _____

POSITION: _____ Dates Employed: ____/____ to ____/____
Month/Year Month/year

EMERGENCY CONTACT(S): _____ PHONE #: _____

OTHER - Persons who will be residing with you:

Name	Age	Relationship/Occupation
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Realtor handling lease _____ Realtor phone number _____

Realtor e-mail address: _____

LEASE START DATE: _____ LEASE ENDING DATE: _____

Owner/Lessee agrees that the terms of the attached lease are within the requirements of the Estancia Palm Springs HOA documents.

APPLICANT: _____ DATE: _____



APPLICANT: _____ DATE: _____

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COMMON AREA DEPOSIT FORM

Date: _____ Building: _____ Unit #: _____

Owners Name: _____

Tenants Name: _____

It is agreed by both the Unit Owner and the Tenant the **Common Element Security Deposit of \$1,000.00** will be held by Estancia Palm Springs Homeowners Association, Inc. for any possible damage to the Association property which will be held during the length of the lease.

Neither the Unit Owner nor the tenant will hold the Association liable for any dispute that occurs over said Common Element Deposit. It will be the responsibility of the Unit Owner to notify the Association when tenant is moving out.

Owner(s) Signature

Date

Renter(s) Signature

Date



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PET SURVEY

NAME OF OWNER/TENANT: _____

UNIT: _____ BUILDING: _____

PET TYPE: _____ BREED: _____

WEIGHT: _____ COLOR: _____

***** A COLOR PHOTOGRAPH OF THE PET(S) MUST BE ATTACHED TO THIS APPLICATION*****

CURRENT VACCINATION DATE: _____

Rules and Regulations:

- 1) No pet that is a nuisance will be allowed on Association property.
- 2) All pets must be registered and approved by the Association.
- 3) **Proof of all required vaccinations by a veterinarian must be provided.**
- 4) **Current photograph of your pet must be provided.**
- 5) Owner(s) agree to abide by pet regulations established by the Declaration of Condominium.
- 6) No pet shall be tied out on the exterior of the unit or left unattended on the balcony or patio.
- 7) No pet shall be permitted outside except on a leash not to exceed 6 feet in length.
- 8) All pets must be cleaned up after, regardless of the size of feces or location where deposited.
- 9) Pets are not allowed in fenced in pool area.
- 10) Disapproved pets/animals shall not be allowed to re-enter the property or the premises.

I have read and agree to the rules and regulations regarding pets. I agree to provide the association with copies of vaccination papers provided by my veterinarian, along with photo and agree to follow the rules.

I HEREBY AGREE TO HAVE MY PET ON A LEASH AT ALL TIMES WHEN OUTSIDE OF MY UNIT AND ON ASSOCIATION'S PROPERTY. I FURTHER AGREE TO USE A "POOPER SCOOPER" TO IMMEDIATELY CLEAN UP AFTER MY PET, IN ALL RESIDENTIAL AREAS.

I FURTHER UNDERSTAND THAT ANY PET DEEMED A "NUISANCE" OR UNSAFE BY THE BOARD OF DIRECTORS IS SUBJECT TO REMOVAL FROM THE COMMUNITY.

Pet Owner Signature: _____ Pet Owner Signature: _____

Date: _____



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VEHICLE INFORMATION DISCLOSURE

COMMERCIAL VEHICLE PROHIBITED

I/we, _____ understand and fully agree not to park any commercial vehicles on the Association property at any time for any reason other than service provider. I/we further agree that we will display my parking permit on the drivers (left) side of the back window visible from the road. **VEHICLES ARE TO BE PARKED IN THE GARAGE AND/OR DRIVEWAY.** Guest parking is also available on a first come first serve basis. Street parking is prohibited at all times. Vehicles parked in unauthorized areas are subject for towing at vehicle owners expense.

Parking permits must not be altered.

Vehicles without visible decals are subject to being towed

NAME: _____ Owner _____ Renter _____

ADDRESS: _____

VEHICLE #1: TYPE: AUTO VAN SUV OTHER _____

MAKE _____ MODEL _____ YEAR _____

COLOR _____ LICENSE PLATE # _____ STATE _____

VEHICLE #2: TYPE: AUTO VAN SUV OTHER _____

MAKE _____ MODEL _____ YEAR _____

COLOR _____ LICENSE PLATE # _____ STATE _____

Please provide copy of driver's licenses, registrations and insurance certificates with this application.

Signature of applicant #1

Date

Signature of applicant #2

Date

*****No Commercial vehicles, campers, mobile homes, trailers of any kind, recreational vehicles, boats and jet skis or shall be permitted to be parked or be stored on any place or portion of community. *****



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Gated Entrance Information Sheet

Owner/Tenant (Name to appear on entry computer):

(PRINT)

Address (In Community)

_____ Talia Circle, Palm Springs, FL 33461.

Local "561" telephone # at Address above (to be used when guests/visitors arrive) only one (1) name per home.

(561) _____

It is imperative that you only give this code to those who require it. We will be monitoring the activity on this code. If anyone who has the code is no longer authorized by you to use it, you must notify CMC Management immediately. The code will be cancelled and a new one issued. It is your responsibility for this code to be used properly. The Board of Directors reserves the right to cancel this code at any time if it feels it is being abused. Thank you for your cooperation.

*** If above information is incorrect or not filled out your name and number being left out of the entry system**

Gate Instructions

Gate only works from local "561" area code numbers. When a guest comes to the key pad they are to scroll down to your name. The Resident will be the name in this case. A four digit number will come up and the guest just has to push the four numbers, then Resident's phone will ring and push the number "9" and the gate will open. All residents have different numbers and if you make a mistake in pushing the numbers (such as pressing # or *) the gate will lock up for 10 minutes as a safety precaution.



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FOR PURCHASERS:

All purchasers of units in the Estancia Palm Springs HOA, Inc. are subject to all the rules of the Governing Documents, Its By-Laws, Restrictions, Rules and Regulations. I have been provided with the Association's Governing Documents. I have also read and understand the Restrictions and Rules and Regulations of this Association, and promise to abide by them.

Signature of Applicant

Signature of Co - Applicant

Signature of Witness

Date

FOR RENTERS:

All renters of units in the Estancia Palm Springs HOA, Inc. are subject to all the rules of the Governing Document, Restrictions, and Rules and Regulations. I have been provided with, and have read and understand The Rules and Regulations.

Signature of Applicant

Signature of Co - Applicant

Signature of Witness

Date



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PERSONAL BACKGROUND

MILITARY STATUS OF APPLICANT: ACTIVE? YES ☐ NO ☐

MILITARY STATUS OF CO-APPLICANT: ACTIVE? YES ☐ NO ☐

HAVE ANY OF THE LISTED APPLICATIONS EVER BEEN ARRESTED FOR ANYTHING OTHER THAN A
MINOR TRAFFIC OFFENSE? YES () NO ()

If so explain:

Applicant represents that all information given is true and correct, and understands that as part of our procedure for process application, an outside agency may be used to make an investigation from the information given and present their findings to us for review. The investigation may include, but is not limited to, character, general reputation, credit, residence and criminal search. Applicants agree not to hold the Association or its agent liable for the discovery or non-discovery of information or any actions taken as a result of this investigation. Authorization is hereby given release banking, credit, residency, employment and other information pertinent to this application.

Applicants Signature: _____ Date: _____

Applicants Signature: _____ Date: _____



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The following must be agreed upon and Initialed by ALL parties:

_____ No street parking. Residents/tenants are entitled to two parking spaces; the garage and the driveway of that particular unit. **STREET PARKING IS PROHIBITED.** Vehicles will be towed and the violators expense

_____ Vehicles parked on the grass will be towed without warning

_____ All parking decals are to be displayed on the drivers (left) side of the back window visible from the road. Visitors staying overnight are required to get a guest pass with at least twenty -four (24) hours' notice. In case of an unexpected "guest" please e-mail our property manager at Lisa@cmcmanagement.biz and inform us of make, model, license plate number and from which state will be required.

_____ Any person that is residing in your unit for more than 14 days must be screened and approved live in the Association. Persons in violations of this will be required to vacate the premises. You will be responsible for all costs associated with eviction procedures

_____ Vehicles **WITHOUT PROPER DECALS WILL BE BOOTED AT VEHICLE OWNERS EXPENSE**

_____ Garbage pick-up is curbside on Tuesday and Friday. Trash cans cannot be put out earlier than 6:00 P.M. the evening prior to pick-up per Palm Beach County ordinance. **Trash bins/cans must be put away the same evening as the day of pick up.**

_____ Recycle pick up: Tuesday's ONLY (all items should fit in the blue & yellow bins) excess items should be cut to fit the yellow bin and placed outside of the bin

_____ Vegetation pick up: Thursday's ONLY

_____ Bulk pick up: Friday's ONLY. These items can be placed NO SOONER than Thursday after 6:00 P.M.

_____ **ALL CONTAINERS ARE TO BE STORED IN YOUR GARAGE**

I have read the rules and regulations and understand that I am subject to all of the conditions

Signature of Applicant

Signature of Co - Applicant

Signature of Applicant

Date



WTC

BACKGROUNDS & DRUG TESTING, INC.

"We're The Choice"

Action Request

☒ **Rental Package (credit, criminal & eviction)**

☐ **Criminal History**

☐ **F.D.L.E. (Florida Department of Law Enforcement**

☐ **DL Records/History (Include DL #: 3 Year 7 Year**

☐ **FACIS**

☐ **Employment Verification**

☐ **SSN Verification**

☐ **Sexual Offender Search**

☐ **Credit Report (Stand Alone)**

☐ **Education Verification**

Name: _____
First Full Middle Name Last

ADDRESS _____

CITY, STATE & ZIP CODE _____

DOB (MONTH, DAY, YEAR) _____

SEX _____

RACE _____

SS # _____

DRIVERS LICENSE NUMBER & STATE _____

ESTANCIA PALM SPRINGS HOMEOWNERS ASSOCIATION, INC.. 561-641-9118

COMPANY NAME

COMPANY FAX

APPLICANT RELEASE

For employment and/or residency, I understand that investigative background inquiries are to be made on me including Consumer Credit, criminal conviction, motor vehicles and other reports. I further understand that WTC Backgrounds & Drug Testing, Inc. will be requesting information from various state and other agencies which maintain records about my history. These records include, but are not limited to, driving, credit, criminal and civil history.

I authorize any party or agency contracted by WTC Backgrounds & Drug Testing, Inc. to furnish the above mentioned information and release all parties involved from liability for doing so. This authorization and consent shall be valid in original, fax or copy form.

APPLICANT SIGNATURE

DATE

1897 PALM BEACH LAKES BLVD., SUITE 222 WEST PALM BEACH, FLORIDA 33409
OFFICE 561-688-9991: FAX 561-370-6850: WWW.WTCBACKGROUNDS.COM



WTC

BACKGROUNDS & DRUG TESTING, INC.

"We're The Choice"

Action Request

☒ **Rental Package (credit, criminal & eviction)**

☐ **Criminal History**

☐ **F.D.L.E. (Florida Department of Law Enforcement**

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☐ **SSN Verification**

☐ **Sexual Offender Search**

☐ **Credit Report (Stand Alone)**

☐ **Education Verification**

Name: _____
First Full Middle Name Last

ADDRESS _____

CITY, STATE & ZIP CODE _____

DOB (MONTH, DAY, YEAR) _____

SEX _____

RACE _____

SS # _____

DRIVERS LICENSE NUMBER & STATE _____

ESTANCIA PALM SPRINGS HOMEOWNERS ASSOCIATION, INC.. 561-641-9118

COMPANY NAME

COMPANY FAX

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☐ **FACIS**

☐ **Employment Verification**

☐ **SSN Verification**

☐ **Sexual Offender Search**

☐ **Credit Report (Stand Alone)**

☐ **Education Verification**

Name: _____
First Full Middle Name Last

ADDRESS _____

CITY, STATE & ZIP CODE _____

DOB (MONTH, DAY, YEAR) _____ SEX _____ RACE _____

SS # _____ DRIVERS LICENSE NUMBER & STATE _____

ESTANCIA PALM SPRINGS HOMEOWNERS ASSOCIATION, INC.. 561-641-9118

COMPANY NAME

COMPANY FAX

APPLICANT RELEASE

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