

Whitley Bay Condominium Association - Application to Lease

Date: _____ Unit # _____ Unit Owner's Name _____

Lessee Name: _____ **Lessee Name:** _____

FL Drivers Lic. _____ FL Drivers Lic. _____

SS number: _____ SS number: _____

Other Persons occupying unit:

Name:	Relationship	Occupation or school

Present Address: Street _____, Apt or Unit No. _____

City: _____ State: _____ Zip code: _____ How long: _____

Phone # _____ **Cell:** _____

Employment:

Company: _____ Position: _____ Phone # _____

Start Date: _____ Supervisor's name: _____ Weekly pay \$ _____

(Spouse)

Company: _____ Position: _____ Phone # _____

Start Date: _____ Supervisor's name: _____ Weekly pay \$ _____

Pets:

Species: _____ Breed: _____ Age: _____ Name: _____

Species: _____ Breed: _____ Age: _____ Name: _____

Vehicles:

Make: _____ Model: _____ Color: _____ Tag: _____

Make: _____ Model: _____ Color: _____ Tag: _____

Emergency Contact:

Name: _____ Relationship: _____ Phone # _____

Name: _____ Relationship: _____ Phone # _____

Personal References:

Name: _____ Relationship: _____ Phone# _____

Name: _____ Relationship: _____ Phone# _____

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Date: _____ Unit # _____ Unit Owner's Name _____

Lessee Name: _____ Lessee Name: _____

Background statements for all who will reside in unit :

Has anyone been convicted of a Felony: Yes [] No [] Evicted: Yes [] No [] Initials _____

Broken a lease: Yes [] No [] Declared Bankruptcy: Yes [] No [] Initials _____

Regulations:

I have [] received a copy of Whitley Bay Condo's Lease Approval Guide. Initials _____

I have [] received a copy of Whitley Bay Condo's Handbook. Initials: _____

Restrictions:

Lessee agrees yes [] no [] to restrict parking to no more than one vehicle in private garage and one in open spaces: Initials: _____

Lessee agrees yes [] no [] to allow Association to run credit and back ground checks: Initials _____

Lessee agrees yes [] no [] to limit pets to no more than 2 and limit weight to no more than 35 lbs each: Initials: _____

Lessee agrees yes [] no [] that no vehicles with oil or fluid leaks will be parked on the condominium property. Initials _____

Lessee agrees Yes [] No [] to limit occupancy to residential use for family members and short time guest only. Initials _____

Lessee agrees Yes [] No [] to abide by all rules, regulations, restrictions and covenants of The Whitley Bay Condo.' Inc. Initials: _____

Lessee agrees Yes [] No [] to cooperate with Floor Captains and Parking Committee to assure safety and rule compliance. Initials _____

Dates of Tenancy: From: _____ to _____

Indoctrination: Lessee agrees Yes [] No [] to complete an **indoctrination and familiarization session** prior to move in regarding Security, Fire Alarms, Fire Sprinkler systems and precautions, Hurricane Preps, Evacuation Procedures, Security Camera systems, Emergency water shut off , trash disposal, Elevator alarms Parking, Pet restrictions and Pet walking restrictions, use of exercise and club house, and other general information.

Signature (Owner or Representative): _____ Date: _____

Signature Lessee: _____ Date: _____

Signature Lessee: _____ Date: _____

Copy of Lease Received: Yes [] No [] \$50 Processing fee received: Yes [] No []
Check Number: _____

\$400 Damage deposit received Yes [] No [] Check Number: _____

This lease reviewed by: _____ on _____ and approved Yes [] No []

Your Floor Captain is _____ Phone Number: _____

Owner notified of status on (Date): _____.

Whitley Bay Minimum requirements for approval of leases:

Leases shall be in legal, enforceable language and describe the property to be leased, dates of lease period and the parties to the lease. The submitted lease shall describe the full terms of the lease, preferably in a format approved by an attorney. The lease shall be for single family residency and their immediate family, with no sub leasing or transient tenants (no roommates) allowed. No time sharing shall be permitted. The Lease Application Form shall be completed in its entirety.

The lease will also contain language that fully communicates to the Lessee the following:

1. Whitley Bay Condominium Association Board members or their designee shall have the right under Florida Statutes to access units for maintenance at reasonable hours and for emergencies at all times.
 2. Parking shall be restricted to one auto in an assigned garage and one auto in open parking with a parking permit displayed at all times. Vehicles leaking oil or fluids will not be issued parking permits. Commercial vehicles, campers, motor homes, trailers, boats and boat trailers are prohibited unless parked in garages with the door closed. If you utilize the full capacity of you garage, you are still only permitted one vehicle in open parking space.
 3. **The Unit Owner is responsible for the \$400 damage deposit prior to move-in.** Any damage occurring as a result of a move-in shall be deducted from the deposit. Pre and post move-in inspections will be conducted by the association's Resource Coordinator or his designee. If no damage occurred, **and the elevator lock out key is returned,** the damage deposit will be released within two days. The association shall be notified at least five (5) days prior to move in to ensure that elevator padding and elevator lock out keys are available. Damage deposits shall be delivered to the association in accordance with instructions contained in the lease approval.
 4. It shall be the responsibility of the Lessor to enforce any violation created by the Tenant, his family or his guest. The Association shall not be responsible for Property Management for the Unit owner. The Association shall look to the Lessor for reimbursement for any damage caused by the Lessee, his guests, or subcontractors.
 5. The Lessor shall require Tenants to make arrangements with Floor Captains to obtain indoctrination **prior to move-in** to address trash removal, pet restrictions, use of pool, fitness and recreation centers, hurricane procedures, emergency battery pack operation for hurricane shutters, fire alarms, smoke detectors, unit security system, door entry security systems, how to view security cameras, evacuation procedures, building security, and general information such as identifying handicap needs in case of a fire evacuation or other emergency. The appropriate Floor Captain along with phone number shall be identified in the Lease Approval Form and it shall be mandatory for Tenants to cooperate with the assigned Floor Captain.
 6. The Lease shall specify that the cost for replacing a lost key will be \$50.00. For security proposes, building keys shall be identified by serial numbers. Two free keys were issued to owner. Additional keys are \$25.00 for third key and \$50.00 thereafter. It will be the responsibility of the Lessor to arrange for replacement keys and their cost. The association will not issue keys directly to the Tenant.
 7. The Lease shall specify that maintaining building security during a move-in shall be the responsibility of the Lessor and the Lessee. The lobby or garage entrance doors will not be left open and unattended during a move-in. The Association will assist in obtaining security guards at the Lessor/Lessee's expense, if a dedicated person cannot be supplied to ensure compliance with Security Policy and Procedure 100.1
 8. The Lease shall advise that door code entry procedures require installation of a land line phone for allowing guest entry. Cell phones will not work in conjunction with the door entry system. Posting of cell phone numbers on door entry panel is prohibited.
 9. A copy of the Whitley Bay Condominium Association Information Guide and the Summary Owner/Tenant Page, as revised in July 2007, has been provided free to each unit owner; and **shall be provided by the Lessor to any Lessee prior to move-in.** Additional copies of the Guide can be obtained from the Board for \$20.00.
 10. The minimum rental period is for 90 days or more.
 11. The provisions of the Whitley Bay Condominium Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a unit as a Lessee or guest to the same extent as against the Owner. A covenant on the part of each Lessee to abide by the Rules and Regulations of the Association and the provisions of the Condominium Documents; and a covenant by each Lessor to evict the Lessee in the event of a breach of such covenants; shall be deemed to be included in every lease agreement whether oral or written and whether or not specifically expressed in such agreement.
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Effective Date: 31 May, 2007

Responsible party: The Association President or his designee

Introduction and Purpose: This directive provides instructions for obtaining lease approval and sets the minimum required standards to ensure that a lease contains language that clearly describes the tenant's responsibilities and restrictions in accordance with the condominium documents and rules and regulations of Whitley Bay Condominium Association, Inc.

Policy: It shall be the policy of Whitley Bay Condominium Association to require that leases be submitted for approval to the Board President, or his designee, prior to any tenant moving into a unit. The board will have ten (10) days to approve or disapprove a lease and to notify the unit owner or his agent. Notification may be by e-mail, by phone, or by certified mail if so requested with the submittal of the lease. It shall also be the policy of the Board to expedite all reviews. Further it shall be the policy to ensure that the lease contains clear language as to the minimum lease period, parking, pets, building access security, sub leasing restrictions, single family status, and use restrictions. The lease shall contain clear language as to the tenant's responsibility.

Procedure: Unit owners or their agent shall notify and **deliver** a signed copy of the lease agreement along with the **Application for Lease Form** to the management company for Whitley Bay Condo Association at least **10 days** prior to the start of any lease. To facilitate approval, an advance notification of intent to request lease approval should be phoned in to the Whitley Bay management office at 321-799-0660, or communicated by certified mail. The Application for Lease Form shall be accompanied by a copy of the complete lease, including any addendums, and a check in the amount of \$50.00. Once the Board has approved an Application for Lease, **a damage deposit of \$400.00 is required prior to move-in or issuance of elevator keys and installation of elevator pads.** The damage deposit shall be refunded after the tenant has notified the Association, or his designee, that the move-in is complete and the Board has inspected the premises for damages. If there are damages, the amount of deposit to be returned, or additional billing, will depend upon estimates received from qualified repair services. You are advised to be very careful about marking the floors and decks by dragging heavy items or using improper wheels. **Remember, the Unit Owner is responsible for damages and the Association will look to the Owner for any damages done by his or her Tenant.**

Delivery of the lease: Delivery of the Lease Application Form & Lease can be made by hand delivery, or by certified mail to: Whitley Bay Condo Association, c/o Reconcilable Differences, 109 Long Point Road, Cape Canaveral, FL 32920, or by prior arrangements made by telephone. If the Board does not act on the approval within 10 days after acknowledged receipt of the lease, then the Board will not have any authority to deny the lease agreement.

Unit owner's responsibility: The Unit Owner is responsible for enforcing all use restrictions, violations and misconduct on the part of the Tenants and the lessee shall look to the lessor to resolve any issues that may arrive. The Lessor should provide a clear understanding as to any property management responsibilities either in the lease language or pre-move-in indoctrination.