

**REQUEST FOR APPROVAL OF LEASE OF UNIT
AT TANGERINE BAY CLUB, A CONDOMINIUM**

Pursuant to Article 12 of the Declaration of Condominium, the lease of a Unit must be approved by the Board of Directors of Tangerine Bay Club Association, Inc. (Association). This *Request for Approval* should be completed by the Unit Owner, Tenant, or their agent, and must be signed by the current Owner(s) and the proposed Tenant(s). A copy of the executed Lease must be attached with no redaction of information along with an executed *Mandatory Addendum To Lease Of Unit At Tangerine Bay Club* (available on the TBC website or from the General Manager). Note that all information provided in or with a *Request for Approval* is confidential under Section 718.111(12) (c) (2) Florida Statutes and is not accessible to any other Unit Owner.

Unit and Lease Information

Unit # _____ Building # _____

Date Lease Commences _____ Date Lease Ends _____

Unit Owner Information

Name of Current Owner(s) _____

Mailing Address during Lease period _____

Phone number _____ Email address _____

Tenant (Applicant) Information

Name of Applicant(s) _____

Date of Birth for each applicant _____

Driver's License # or SS # for each applicant _____

Current Mailing Address (no PO Box) _____

Phone number _____ Email address _____

Employer and Reference Information for Tenant

Name of Employer _____

Type of Work _____

Mailing Address for Employer _____

Phone number of Employer _____ Email address _____

Name, address, and phone numbers for two personal references other than family members. A real estate broker associated with the firms involved in this transaction may not be used as a reference. If possible, please include the name of a representative from a homeowner or condominium association that may be in charge of the community in which the applicant currently resides, if applicable, and if not, the name of a landlord as applicable.

Name of Reference #1 _____

Address for Reference #1 _____

Phone Number for Reference #1 _____ Email address _____

Name of Reference #2 _____

Address for Reference #2 _____

Phone Number for Reference #2 _____ Email address _____

Section 7.7 of the Declaration of Condominium prohibits a renter from having or maintaining a pet of any kind unless approved by the Board using the *TBC Pet Registration Application* available on the TBC website or from the General Manager. A renter may have no more than two small pets (dog and/or cat but no other animals) which when fully grown would be no larger than 22 pounds in weight and 16 inches in height (at the shoulder) in any Unit. An Owner may apply to the Board of Directors for their renter to have a pet within the general restrictions above. Check here to acknowledge this restriction and, if you will be requesting approval of a pet, state the breed, color, sex, height and weight of the pet(s):

Please provide the name of the manufacturer, year of manufacture, model description, color, and license number, including state of issuance, for every motor vehicle of the Tenants to be kept at Tangerine Bay Club. Review Section 7.6(k) of the Declaration of Condominium and note that commercial vehicles, boats, campers, trailers, and similar vehicles may not be parked overnight; with some exceptions provided the vehicle is kept in an enclosed garage and does not create a nuisance when being transported. Each Unit may only have two vehicles housed on the property at one time and both are required to be housed inside the Unit's garage. No overnight outside parking is allowed. Therefore, if the Owner is leaving a vehicle on the premises during the Lease period, the renters may only have one vehicle and it must be housed in the Unit's garage.

Please review Section 7.2 of the Declaration of Condominium that requires that a Unit only be used for single-family residential use and restricts the business or trade permitted to be conducted in a Unit. Provide the names and relationships of all persons who will occupy the unit:

Please review Sections 7.12, 12.3 and 12.4 of the Declaration of Condominium that require that the minimal rental period for a Unit is 60 days and a Unit may only be rented twice in a calendar year. This means that no lease will be approved that does not specifically state that the Tenant will occupy the premises for at least a full 60 days. It is specifically prohibited to lease the premises for 60 days with the knowledge the Tenant will stay for less than the minimum rental period or where the rent is set at a lower rate than the market rate because the Tenant will not stay for at least 60 days. Such a lease violates the spirit and letter of the Declaration of Condominium.

Check here to confirm that a non-refundable check for \$100 payable to Tangerine Bay Club Association is attached representing the transfer review fee required under the Declaration of Condominium. No fee is required if applicant was previously approved as a renter at Tangerine Bay Club.

The applicant(s) understand the Association may obtain criminal history information from the Florida Department of Law Enforcement. Notwithstanding anything in the Declaration of Condominium to the contrary, criminal history

information shall only be used to determine if the person seeking approval (which shall include all proposed occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act, or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered, as well as what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it. By signing this application, the applicant(s) hereby consent to the Association obtaining criminal history information and considering the report in connection with the review of the application.

Please return the fully completed *Request for Approval*, a copy of signed Lease Agreement, an executed *Mandatory Addendum To Lease Of Unit At Tangerine Bay Club*, and a check payable to the Association in care of its General Manager, Michael Canacari, 390 Gulf of Mexico Drive, Longboat Key, FL 34228. I understand that upon its receipt of a totally completed and executed application, including the transfer fee, the Association has 15 days within which to accept or reject the application, provided however, a written response will be provided to a service member within 7 days of submission of a written application if you check here _____ to indicate you are a service member as that term is used in Section 83.683, Florida Statutes; to-wit, any person serving as a member of the United States Armed Forces on active duty or state active duty and all members of the Florida National Guard and the United States Reserve Forces.

I have received and read a copy of the Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations of Tangerine Bay Club Condominium and understand my responsibilities as a lessee. I agree to abide by the provisions of said documents.

_____ Date: _____
Applicant signature

_____ Date: _____
Applicant signature

The undersigned Owner(s) of said Unit join in the application to request the Association to review same, and to verify that to the best of their knowledge all information contained in application is current and accurate.

_____ Date: _____
Owner signature

_____ Date: _____
Owner signature

Action of Board of Directors:

___ Approved ___ Disapproved Date: _____

Director or Authorized Agent: _____

**MANDATORY ADDENDUM
TO LEASE OF UNIT AT TANGERINE BAY CLUB, A CONDOMINIUM**

As authorized by Section 12.3 of the Declaration of Condominium, Tangerine Bay Club Association, Inc. (Association) requires the use of this Addendum, and the Owner of the Unit described below and the Tenant of that Unit agree and accept the terms of this Addendum, as part of the following Lease:

Landlord: _____

Tenant: _____

Unit # _____, Building # _____, Tangerine Bay Club, a Condominium

Date Lease Commences: _____ Date Lease Ends: _____

1. Tenant acknowledges receipt of a copy of the Declaration of Condominium, Articles of Incorporation, Bylaws, and the Rules and Regulations promulgated by the Association, collectively referred to in this Addendum as the Condominium Documents. Tenant agrees to comply with all restrictions, covenants, limitations, conditions, easements, and reservations sets forth in the Condominium Documents as they relate in any manner to the occupancy and use of the Unit, or the use of other portions of the Condominium Property, and agrees that any and all other occupants, guests, family members, and visitors to the Unit shall also comply with the Condominium Documents.

2. Any violation of the Condominium Documents by Tenant, or any person claiming by, through or under the Tenant, shall constitute a material breach of the Lease and shall constitute grounds for termination of the Lease and the eviction of the Tenant and all other occupants.

3. Landlord shall have a duty to promptly bring the conduct of Tenant, or any person claiming by, through or under the Tenant, into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to bring the offending conduct into compliance with the Condominium Documents within a reasonable period of time (which will vary based on the non-compliance but never exceed 30 days) after receipt of a written notice of a non-compliance from the Association, Landlord hereby agrees that the Association shall then have the authority to act as agent of the Landlord to undertake whatever action is necessary to abate the non-compliance with the Condominium Documents, including without limitation the right to terminate the Lease and institute an action for eviction against the Tenant.

4. The Landlord shall be jointly and severally liable with the Tenant to the Association for (1) any damage to the Condominium Property or personal property owned by the Association or other Unit occupants; and (2) for any injury caused by the Tenant, or by any person claiming by, through or under the Tenant, and (3) for any damages, costs, or expenses incurred by Association to enforce or compel compliance with this Addendum or the Condominium Documents, including but not limited to costs and attorney fees incurred by the Association in evicting Tenant or otherwise bringing suit hereunder. The Association's right to recover damages, costs, or fees, including attorney's fees, from the Landlord shall be secured by an assessment and common law lien on the Unit in the same manner as a real estate mortgage.

5. Notwithstanding the appointment of Association as agent for Landlord, Landlord and Agent agree and acknowledge that the Association is not obligated to perform under the Lease or this Addendum in the capacity as a landlord. Landlord shall remain solely responsible for performance of all duties and

responsibilities placed on Landlord under the Lease, or applicable law. The Association, in the sole and absolute discretion of its Board of Directors, shall determine if and when the Association shall elect to act as agent for Landlord under this Addendum for the purpose of enforcing compliance with the Condominium Documents as set forth in this Addendum, and any decision in that regard shall not relieve Landlord of duties, responsibilities, or obligations placed on Landlord as an Owner of the Unit, or as Landlord under the Lease, or applicable law.

Dated _____

Witness signature

Landlord signature

Printed name of witness

Witness signature

Tenant signature

Printed name of witness