

Key West Golf Club Homeowners Association (KWGC HOA)
APPLICATION FOR LONG-TERM RESIDENCY (LEASE)

The Governing Documents for Key West Golf Club (KWGC) require written approval prior to any person residing in any unit. All prospective tenants must receive a Certificate of Approval by the Association prior to the lease taking effect.

Any guest(s) occupying a unit for 30 days or more must complete and submit an occupancy application to be approved by the Board of Directors. In accordance with the amended Declaration of Covenants, Restrictions and Easements for the KWGC and any applicable rules duly adopted by the Board of Directors of the KWGC, these procedures are to be followed when leasing a home.

INSTRUCTIONS (all adults living in the household must sign forms)

1. Both Lessor and Lessee must sign "Lease Addendum" (attached)
2. Lessee must sign "Drug/Crime Free" Addendum. A copy attached and is available at the HOA Office.
3. Any homeowner submitting a rental application must be current with all assessments prior to the lease application being considered for approval.
4. The long-term lease must be for a minimum of six (6) months.
5. Subleasing is prohibited. Individual room rentals are prohibited.
6. The home may not be leased for more than two (2) times in any twelve (12) month period for long-term tenancy.
7. Occupancy limits as stated in the KWGC Rule Book are to be followed, and a copy of the Rule Book is to be provided to tenant. Tenant must acknowledge receipt of and read the KWGC Rule Book entitled "Welcome to the Key West Golf Club Homeowners Association."
8. During the term of the lease, all assessments will continue to be paid directly by the homeowner.
9. At the end of the lease term, month to month tenancy is not permitted without lease extension and proper documentation provided to KWGC HOA.
10. The homeowner must also sign this Application. Rental agent's signature is not acceptable unless agent provides Power of Attorney documentation for agent to sign on homeowner's behalf.

ALL ITEMS BELOW MUST BE SUBMITTED TOGETHER TO BE CONSIDERED TO:

Key West Golf Club HOA
520 Southard Street
Key West, FL 33040

Office: (305) 296-0556 Fax: (305) 293-0251 OR email to: kwgcoffice@cackw.com

- Completed "Application for Long-term Residency" form. (Attached)
- Completed "Lease Addendum" (Attached)
- Pet(s) Registration form, if applicable.
- Attach a \$150 non-refundable check for the application fee made payable to Key West Golf Club HOA

APPLICATION FOR LONG-TERM RESIDENCY - PLEASE PRINT

DATE: _____

UNIT ADDRESS: _____

LEASE TERM: Start date: _____ End Date: _____

OWNER INFORMATION:

Owner Name:

Home Phone:

Work Phone:

Cell Phone:

Address:

E-mail Address:

APPLICANT(S) INFORMATION

Name:

Home Phone:

Work Phone:

Cell Phone:

E-mail:

ADDITIONAL TENANT ON LEASE:

Name:

Relationship to Tenant:

Work Phone:

Cell Phone:

E-mail:

Please name **all occupants** and relationship to applicants

Name Relationship

Name Relationship

Name Relationship

VEHICLES: Limit two (2) as long as owner has none registered for this property

Make of Vehicle	Model	License Plate #	State	Color
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Make of Vehicle	Model	License Plate #	State	Color
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LICENSED DRIVERS:

1. Name:	License #:	State:
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2. Name:	License #:	State:
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3. Name:	License #:	State:
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4. Name:	License #:	State:
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PETS: YES () NO () If yes, please complete the attached pet registration form

EMERGENCY CONTACT INFO:

Contact/Name:	Phone#	Relationship:
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APPLICANT ACKNOWLEDGEMENT:

By my/our signature(s) below, I/w hereby certify:

1. That I/we have received, read, understand and agree to abide by all the Rules & Regulations and the Governing documents of the Key West Golf Club Homeowners Association.
2. That all of the information contained in this application is true and complete and that I/we understand and agree that **FALSE** or **MISLEADING** information given in this application **constitutes grounds for rejection of this application and revocation of my right to reside on this property.**
3. That I/we understand and agree the unit cannot be subleased by either the owner or the leaseholder. That no persons other than those shown on this application will reside in the unit and I/we agree that anyone moving into the unit at a later date will be registered with the Association.
4. That pursuant to Florida Statutes, I/we understand and agree upon receipt of notice from the Association that my monthly rent payments will be sent directly to the Association, made payable to the Association, until any assessments, charges, late fees and attorney fees, due and owing to the Association by the owner/landlord are paid in full. I also understand that failure to do so will result in my eviction from the unit as prescribed by the State of Florida.
5. If my lease is handled by a rental agency, the rental agency is in agreement to provide payment to the Association in the net amount following payments made to their vendors for services rendered to the property (i.e., pool cleaning, yard work and pest control). Rental Agent signature will be required.

Applicant Signature: _____

Date: _____

Applicant Signature: _____

Date: _____

Applicant Signature: _____

Date: _____

Rental Agent Company: _____

Rental Agent Signature _____

Date: _____

OFFICE USE ONLY: APPROVED () DENIED () DATE:

Reason denied/comments:

KEY WEST GOLF CLUB HOMEOWNERS' ASSOCIATION
LEASE ADDENDUM

This addendum to Lease is made by and between: _____
("Lessor") and _____
("Lessee") and Key West Golf Club Homeowners Association, Inc. ("Association"), with regard to unit address _____ within the Key West Golf Club community owned by Lessor. Execution of this Lease Addendum is a required condition for rental of a unit, pursuant to the authority given the Association as set forth in "Declaration of Covenants for Residential Properties" ("Declaration"), section 9.13.

The Lessor and Lessee hereto expressly agree that the "Lease Agreement" between Lessor and Lessee dated _____ (copy attached) shall be amended as provided herein and the following terms shall be incorporated into the "Lease Agreement" as if written therein.

The parties agree and acknowledge as follows:

1. The Board of the Association has the right to establish rules and regulations in regard to the leasing of Units by Owners as it determines necessary including, without limitation, rules and regulations requiring minimum length of term, and maximum rentals during a fixed period of time.
2. Such rules and regulations shall be applied and enforced without discrimination on the basis of race, religion, color, creed or sexual preference.
3. The Association has the right to terminate the "Lease Agreement" upon default by Lessee in observing any of the provisions of the Declaration, the Articles, By-Laws of the Association, and all applicable rules and regulations adopted by the Association.
4. In the event that the Lessor is delinquent in payment of Association's assessments, the Association shall have the right to collect all rental payments due to the Lessor and apply the same against unpaid assessments and any other fees due. Eviction for non-compliance of Association's Rules & Regulations will be applied to Lessee pursuant to Florida Statutes.

Agreed by the parties: **PLEASE SIGN & DATE**

LESSOR _____

LESSEE: _____

Name: _____

Name: _____

Date: _____

Date: _____

LESSEE: _____

LESSEE: _____

Name: _____

Name: _____

Date: _____

Date: _____

LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the residents, association employees, agents or guests.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** *A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.*

It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

_____ Date signed: _____
Tenant signature

_____ Date signed: _____
Tenant signature

_____ Date signed: _____
Tenant signature

Resident/Tenant(s) acknowledge receipt of this addendum by signature of this document.