

This page must be filled out completely by each applicant 18 years old and over



Lease Application- Applicant #1

Applicants Full Name: _____

Address of Property: _____ Owner's Name: _____

Applicant's Phone: _____ Email: _____

Lease Date's: _____ to _____ (90-day minimum lease)

Social Security #: _____ Date of Birth: _____

Driver's License #: _____ DL State: _____ U.S. Citizen? _____

Current Home Address: _____

Employer: _____

Employer Address: _____

Employer Phone: _____ Position: _____

Automobile: Year: _____ Make: _____ Model: _____

Tag #: _____ Color: _____

Application check list:

- Fully completed** application, with owners and applicants' signature. A separate Lease Application (Page 1) must be filled out by each applicant age 18 and over.
- Copy of driver's license or government ID for each applicant over age of 18
- Application Fee (check only, non-refundable): \$150 per property, **plus** \$50 background/credit verification per applicant age 18 and over.
- Copy of signed lease Pet Vaccination records

The undersigned will be advised of approval status by the Foundation within fourteen (14) days from the date of receipt of all items listed on the above application checklist. In order to facilitate consideration of this application, the undersigned represents that the following information is factual and true and agree that any falsification or misrepresentation of the facts in this application, will justify its automatic rejection. The undersigned consents to inquiry concerning this application, particularly of the references given below. The undersigned further consents to a local and national criminal background check, verification of social security numbers, verification for outstanding wants and warrants, and a tenant history check for any person over the age of 18 and occupying the property, regardless of whether the occupant is a part of the lease agreement.

Applicant Signature: _____ **Date:** _____

Foundation Approval Status: Approved Denied _____

General Manager Signature: _____ Date: _____

Lease Application- Applicant #2 (if applicable)

This page must be filled out completely by each applicant 18 years old and over

Applicants Full Name: _____

Address of Property: _____ Owner's Name: _____

Applicant's Phone: _____ Email: _____

Lease Date's: _____ to _____ (90-day minimum lease)

Social Security #: _____ Date of Birth: _____

Driver's License #: _____ DL State: _____ U.S. Citizen? _____

Current Home Address: _____

Employer: _____

Employer Address: _____

Employer Phone: _____ Position: _____

Automobile: Year: _____ Make: _____ Model: _____

Tag #: _____ Color: _____

Application check list:

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Applicant Signature: _____ **Date:** _____

Foundation Approval Status: Approved Denied _____

General Manager Signature: _____ Date: _____

Household Members:

The Founding Documents of Longshore Lake provide that all residents are for singly family use ONLY. Please state the name, relationship and age of all other persons who will occupy residence.

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

Previous Addresses:

Dates Owned/Leased:

A: _____ to _____ Own Lease

Landlord Name & Phone Number: _____

B: _____ to _____ Own Lease

Landlord Name & Phone Number: _____

C: _____ to _____ Own Lease

Landlord Name & Phone Number: _____

Person to notify in case of emergency, who will not be living with you:

Name: _____ Phone: _____

Address: _____

Have you or any member of your household:

- Been evicted or asked to move out?
- Moved out of a dwelling prior to the end of the lease term without the owner's consent?
- Declared Bankruptcy? Been sued for rent?
- Been sued for substance, violence to another person or destruction of property, or a sex crime that was resolved by conviction, probation, deferred adjudication, court ordered community supervision, a pretrial diversion?
- Been charged, detained, or arrested for a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime that has not been resolved by any method?

If so, please indicate the year, location and type of felony: _____

Consent and acknowledgement of Owner

The undersigned, being the Owner(s) of the premises described above, do hereby consent and agree to the Foundation's- or its agents - investigation of the proposed tenant; and further acknowledge and agree that said investigation is performed for the sole benefit of the Foundation and for no other person or entity. This investigation shall include a verification of the tenant's SSN, a national and local criminal background check, sex offender check, wants and warrants records, and a tenant history report.

The undersigned hereby specifically releases the Foundation from any and all liability the Foundation may have as a result of said investigation, including but not limited to, that resulting from the Foundation's negligence. It is the specific intent of the undersigned that the undersigned shall have no cause of action or claim for damages against the Foundation in the event that the Foundation fails to discover, or fails to advise the undersigned, of any adverse information relating to the proposed tenant. The undersigned also agrees that although the Tenant will be billed for any Clubhouse charges, the Owner is ultimately responsible for any unpaid charges, late fees and collection fees.

The proposed tenant listed above may be denied by the Foundation on the following basis:

- a) The Owner is delinquent in the payment of assessments at the time the application is considered;
 - b) The Owner has a history of leasing his Living Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Living Unit;
 - c) The real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Foundation approval.
 - d) The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Foundation;
 - e) The prospective lessee has a criminal background including, but not limited to: any felony conviction; misdemeanor conviction involving crimes against persons or property; any illegal drug related conviction; any prostitution related conviction; any terrorist related conviction; any cruelty to animals related conviction; any of the above related charges resulting in "Adjudication Withheld"; and active status on probation or parole resulting from any of the above.
 - f) The prospective lessee has a history of conduct which evidences disregard for the rights and properties of others;
 - g) The prospective lessee evidences a strong possibility of financial irresponsibility;
 - h) The prospective lessee, during previous occupancy in the Foundation or elsewhere, has evidenced an attitude of disregard for the Foundation rules;
 - i) The prospective lessee gives materially false or incomplete information to the Board as part of the application procedure, or the required transfer fees/security deposit are not paid; or
 - j) The Owner fails to give proper notice of his intention to lease his Living Unit to the Board of Directors.
- Notwithstanding the above, the Foundation reserves the right to deny a Tenant on any grounds not listed below in its sole discretion to protect the safety and welfare of the community and residents.

Owner's Signature (**required**): _____ Date: _____

Owner's Signature (**required**): _____ Date: _____

Receipt of Documents

Lease Application

I, the undersigned, acknowledge that I have received the following documents from Longshore Lake* and agree to abide by their guidelines:

1. Rules and Regulations
2. Use Restrictions from the General Covenants

**Please note, these documents should be provided by the rental agent and may be obtained at www.longshorelake.org.*

Tenant Signature: _____ Date: _____

Printed Name: _____

Tenant Signature: _____ Date: _____

Printed Name: _____

Tenant Signature: _____ Date: _____

Printed Name: _____

Longshore Lake Foundation, Inc.

Approved Lease Addendum

Lease dated: _____, 20____ between, "Tenant": _____ and
"Landlord": _____ "Address": _____

Foundation Documents: Tenant hereby agrees to be bound by all of the terms and conditions contained in the Amended and Restated Declaration for Longshore Lake (the "Declaration"), the By-Laws, and the Rules and Regulations of Longshore Lake Foundation, Inc. (hereinafter collectively referred to as "the Governing Documents"); all of which are acknowledged by the Tenant and the Landlord to apply to the leased premises (the "Property") for the term of the lease. Furthermore; Tenant agrees to assume all duties and responsibilities and be jointly and severally liable with the Landlord for all liabilities and responsibilities and for the performance of all obligations applicable to Owners under the Governing Documents, the failure of Tenant to abide by the terms and conditions of the Governing Documents shall be a default under this Lease. However, Landlord, in all events, shall retain the right to exercise any voting rights associated with the Property. In the event Tenant or its guests should violate any provision of the Governing Documents, the Parties acknowledge that the Foundation has full power and authority to take whatever action may be required in the Foundation's sole discretion to enforce its rights under the Governing Documents, including, but not limited to, eviction of Tenant, fines, injunctive release, or a cause of action for damages.

TENANT HEREBY ACKNOWLEDGES RECEIPT OF THE SAID GOVERNING DOCUMENTS. A TRUE AND CORRECT COPY OF THE GOVERNING DOCUMENTS IS ALSO AVAILABLE FOR INSPECTION FROM THE FOUNDATION.

Delegation of Power to the Board of the Foundation: The Landlord hereby delegates to the Board of the Foundation ("Board") the non-exclusive power under this Lease and under law with respect to the remedies for breach of this Lease to exercise any such remedies upon the default by Tenant or Landlord in the payment of any charges or assessments levied by the Foundation against the Property pursuant to the Governing Documents. The pursuit of any such remedies by the Landlord against the Tenant shall not preclude the Board from pursuing any such remedies against the Tenant.

Owner's Foundation Charges and Assessments:

- (a) In the event Landlord shall fail to pay any fee, fine, charge or Assessment, including costs of collection and attorney's fees levied by the Board against Landlord or the Property, pursuant to the Governing Documents, the Board may immediately notify Tenant of said delinquency in writing pursuant to Florida Statutes section 720.305 and Tenant shall thereafter pay to the Foundation any future rent payments due the Landlord until the entire amount due the Landlord is recorded and paid to the Foundation. The amount paid to the Foundation by Tenant after the nonpayment by Landlord shall be credited against and shall offset the next monthly rental installment or installments due to Landlord following the payment by the Tenant of such charges or Assessments to the Foundation.
- (b) In no event shall Tenant be responsible to pay the Foundation for any amount of unpaid charges or Assessments during any one month in an amount in excess of one monthly installment of rent.
- (c) If Tenant fails to pay a required payment to the Foundation under this section, the Foundation may terminate the rental agreement and bring a legal action against the Tenant and evict the Tenant

from the Property and the Foundation shall be entitled to recover attorney's fees and costs incurred from the Landlord or Tenant.

Assignment and Subletting Prohibited. Tenant agrees not to assign this Lease or sublet the Property, and it is hereby agreed and provided that any lawful levy, sale or execution, or other legal process, and any assignment or transfer in bankruptcy by, against, or on behalf of a Tenant shall be deemed and taken to be a prohibited assignment within the meaning of this Lease.

Lease Subject to Approval. This Lease between Landlord and Tenant, and any renewal hereof, wherein any term or condition of the lease is modified or changed, shall be subject to the prior written approval of the Board which approval shall not be unreasonably withheld. The Board shall either grant or deny its approval within fourteen (14) days after submission to the Board of the Lease and this Addendum fully completed and signed by the Owner and Tenant, pursuant to Article 12 of the Declaration. Such approval shall be indicated on this Lease Addendum by the signature of at least one officer of the Foundation or a duly authorized agent of the board. Without such prior approval, this Lease or any renewal of the term hereof shall be null and void as between Owner and Tenant.

Amendments, Modifications and Control. The Lease and this Lease Addendum may only be changed, extended, modified, amended, or reformed by an instrument in writing duly executed by Landlord and Tenant and approved by a duly authorized officer of the Foundation or member or duly authorized agent of the Board in writing in the same manner as for the first approval of a lease. The terms, conditions, provisions, rules, covenants and restrictions stated in the Governing Documents shall control over the contradictory provisions, if any, of the Lease and/or Lease Addendum; and any such contradiction shall be void as between the Foundation and the Landlord and Tenant.

Unconditional and Continuing Guaranty by Landlord. This Lease Addendum will remain in effect regardless of any and all changes in the terms, covenants and conditions thereof hereafter made or granted, and to any and all substitutions, exchanges, subordinations or releases of all or any part of the tenant or persons liable thereon without affecting the continuing liability of Landlord/Owner for the homeowners Assessments. The liability of the Landlord/Owner for Assessments will terminate only upon conveyance or transfer of the Property; otherwise, by signing below, the Landlord/Owner acknowledges that this Lease Addendum will remain in effect regardless of the tenant occupying the Property described herein.

TENANTS AND OWNERS UNDERSTAND AND ACKNOWLEDGE THAT ANY LEASE FOR PROPERTY IN LONGSHORE LAKE MUST RECEIVE THE WRITTEN APPROVAL OF THE BOARD OF THE FOUNDATION, OR AGENT THEREOF, AND WITHOUT SUCH WRITTEN APPROVAL THE OCCUPANCY OF SUCH PROPERTY BY ANYONE OTHER THAN THE OWNER IS IN VIOLATION OF THE GOVERNING DOCUMENTS OF LONGSHORE LAKE FOUNDATION, INC.

Owner' Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Longshore Lake Tenant Pet Policy

A tenant may keep **no more than two (2)** commonly accepted household pets (domestic dogs, domestic cats, and/or caged domestic birds), plus reasonable number of tropical fish, in any Parcel. Pets generally known to be exotic and all reptiles, rodents, amphibians, poultry, swine and livestock are prohibited.

A single dog must not exceed 75 pounds. Dogs must not be of a breed generally known to be dangerous or aggressive. At no time may a Tenant keep a dog that has been declared a "Dangerous Dog" by Collier County Domestic Animal Services (www.collierpets.com). All dogs and cats must be currently registered and licensed with Collier County Domestic Animal Services.

All pets shall be contained within the Parcel and shall not be permitted to roam freely. When outside the Parcel, if unfenced, all pets must be caged or secured with a handheld leash or carried. Tenants are responsible for cleaning up after their pets. Pets shall not be left unattended in screened porches, lanais, yards or garages.

The ability of Tenants to keep pets is a privilege, not a right, and the Foundation's General Manager is empowered by the Board of Directors to order and enforce the removal of any pet that becomes a source of unreasonable annoyance or a danger to residents, visitors or employees of Longshore Lake.

Please list any pets below and attach a copy of the registration and current vaccinations:

Name: _____ Type: _____ Color: _____
Breed: _____ Weight: _____

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Breed: _____ Weight: _____