

**STONEYBROOK****-AT GATEWAY-****FITNESS WAIVER****Waiver and Release of Liability for Any and All Claims**

All residents and guests who participate in fitness activities or any other activity or event held on these premises will be doing so at their own risk and on a volunteer basis. Residents and Guest's are encouraged to consult a physician prior to participating in the fitness activities.

In consideration of being allowed to participate in any way in the **Stoneybrook at Gateway** athletic/sports program and relative activities, the undersigned:

I ) \_\_\_\_\_ agree as a participant, relative, parent/legal guardian of \_\_\_\_\_, (a minor) to report any condition prior to beginning activities that might be affected by the participation in the intended activity.

I acknowledge and fully understand that each participant will be engaging in activities that involve risk of personal injury that might result not only from my own actions, inactions, or negligence, but the action, inactions, or negligence of others, or the condition of the premise, or of any equipment used. I further agree that there may be other risks not known to management or myself and could not be reasonably foreseeable at this time.

I assume all foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.

Release waivers, discharges and covenants not to sue **Stoneybrook at Gateway Master Association**, its affiliates, their respective administrators, directors, staff instructor and other employees of the organization, other participants, sponsors and if applicable, lessee of the premises used to conduct the event, all of which are thereafter referred to as releases, from any and all claims, demands, losses or damage on account of my injury, disability, death or property damage and the injury, death or property damage sustained by the adult or minor child named above, caused or alleged to be caused in whole or in part by the negligence of the release or otherwise.

Participant(s) agree to indemnify the Releases and each of them from any loss, liability, damage, or cost, including attorneys fees, that Release may incur as a result of the participants (s) of the adult or minor child or children named in the Release of All Claims in any fitness activities or other activities or events held on the premises of Stoneybrook at Gateway Master Association, whether such loss, liability or damage is caused by the negligence of Release or otherwise.

PLEASE CHECK ALL THAT APPLY: ( ) RESIDENT ( ) GUEST ( ) MINOR CHILD

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Resident Signature \_\_\_\_\_

Guest Signature \_\_\_\_\_

Date \_\_\_\_\_

**STONEYBROOK****-AT GATEWAY-****CHECK LIST FOR RENTALS**

ALL PAPERWORK MUST BE COMPLETED AND SIGNED PRIOR TO SUBMISSION FOR APPROVAL.

- ( ) STONEYBROOK LEASE APPLICATION FORM
- ( ) SIGNED COPY OF THE LEASE
- ( ) ASSIGNMENT OF RENTS FORM
- ( ) TRANSFER OF MEMBERSHIP FORM
- ( ) COMPLETED AND SIGNED DISCLOSURE CONSENT FORM FOR A  
BACKGROUND CHECK ON EVERYONE IN THE RESIDENCE 18 YEARS OF  
AGE OR OLDER
- ( ) \$100.00 CASH OR CHECK MADE OUT TO STONEYBROOK MASTER HOA  
FOR THE TRANSFER FEE
- ( ) \$50.00 CASH OR CHECK MADE OUT TO STONEYBROOK MASTER HOA  
FOR THE APPLICATION FEE
- ( ) \$50.00 CHECK MADE OUT TO ALLIANT PROPERTY MANAGEMENT
- ( ) \$30.00 CASH OR CHECK MADE OUT TO STONEYBROOK MASTER HOA  
**PER** BACKGROUND ON EACH PERSON 18 YEARS OF AGE OR OLDER
- ( ) SIGNED AND DATED FITNESS WAIVER FORM ON EVERYONE IN THE RESIDENCE  
14 YEARS OF AGE OR OLDER

**TO BE PURCHASED AT CLUBHOUSE AFTER APPROVAL**

<b>VEHICLE TRANSPONDER</b>	<b>\$25.00</b>
<b>ID CARD</b>	<b>\$ 5.00</b>
<b>ACCESS CARD</b>	<b>\$ 5.00</b>

**STONEYBROOK AT GATEWAY MASTER**  
**ASSIGNMENT OF RENTS**

C/o Alliant Property Management, LLC  
6719 Winkler Road, Suite 200  
Fort Myers, Florida  
Phone (239) 454-1102 Fax (239) 454-1147  
Fax (239) 454-1147

Stoneybrook Clubhouse  
9521 Pebblebrook Blvd  
Fort Myers, FL 33913  
Tel: 239-561-0578  
Fax: 239-561-1568

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**LEASED UNIT ADDRESS** \_\_\_\_\_

**A. UNIT OWNER INFORMATION (LANDLORD)**

**NAME** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**PHONE:** (        ) \_\_\_\_\_ - \_\_\_\_\_ **Cell:** (        ) \_\_\_\_\_ - \_\_\_\_\_

**B. TENANT INFORMATION**

**NAME** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**PHONE:** (        ) \_\_\_\_\_ - \_\_\_\_\_ **Cell:** (        ) \_\_\_\_\_ - \_\_\_\_\_

1. Both Landlord and Tenant acknowledge the provisions of Section 5.25(B)(6) of the Declaration of the Stoneybrook at Gateway Master Association Declaration, which provides that the Landlord assigns to the Stoneybrook at Gateway Master Association, Inc. (the "Association") the right to collect, directly from the Tenant, that portion of any all rents to be paid to the Landlord necessary to pay any and all regular or special maintenance assessments that are more than thirty (30) days past due, including all interest, late fees, costs and attorneys' fees incurred by the Association in collecting the same.
2. The Tenant agrees that upon written demand to the Tenant by the Association, it shall pay the amount set forth in the Association's demand to "Stoneybrook at Gateway Master Association, Inc." prior to making any rent payment to the Landlord. A copy of the written demand shall be sent to the Landlord and, if applicable, the Landlord's agent as well.
3. It is specifically intended by all parties that this Assignment of Rents shall be incorporated in the lease agreement between the Landlord and the Tenant, as well as between the Landlord and its/his/her/their leasing agent.
4. The leasing agent for the Landlord, if there is one, agrees to cooperate in effectuating this Assignment of Rents by delivering such funds to the Association necessary to pay all of the amounts set forth in §5.25(B)(6) within 2 business days of the Association's written demand, should the Tenant fail to make payment directly to the Association.
5. The Landlord acknowledges that the Tenant shall receive a credit toward the rent owed to the Landlord for any amounts paid to the Association under this Assignment. The Association shall also provide the Tenant and Landlord with receipts of any payment to the Association by the Tenant under this Assignment.
6. Nothing provided in this Assignment shall, nor any payment made by the Tenant to the Association, shall create or imply that a landlord/tenant relationship exists between the Tenant and the Association.

The Association is specifically not a landlord under Chapter 83 by virtue of this Assignment, nor shall it have any duties of a landlord as set forth in §83.51, Florida Statutes.

7. The Tenant does not, by virtue of making a payment under this Assignment, have any rights of an "owner" as that term is defined in the Association's Declaration.

\_\_\_\_\_  
**Tenant's (1<sup>st</sup>) Signature**                      **Date**

\_\_\_\_\_  
**Landlord's (1<sup>st</sup>) Signature**                      **Date**

\_\_\_\_\_  
**Tenant's (2<sup>nd</sup>) Signature**                      **Date**

\_\_\_\_\_  
**Landlord's (2<sup>nd</sup>) Signature**                      **Date**

\_\_\_\_\_  
**Licensed Realty Agent**                      **Date**

\_\_\_\_\_  
**Board Member's Signature**                      **Date**  
**Stoneybrook at Gateway Master Association, Inc.**

## DISCLOSURE CONSENT APPLICATION

\_\_\_\_\_  
Please Print Your Full Name SSN

\_\_\_\_\_  
Please Print Any Other Names You Have Used DOB

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Drivers License # Exp. Date State Issued

I hereby give consent for an investigative consumer report to be prepared on me, which may include information about me obtained from Law Enforcement Agencies, State Agencies, as well as Public Records information such as credit reports, social security information, criminal history information, motor vehicle records, and workers compensation records, such as are allowed by law and in accordance with The Americans With Disabilities Act.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Witness Date

**STONEYBROOK AT GATEWAY MASTER  
LEASE REGISTRATION APPROVAL  
(Effective 10-15-10)**

C/o Alliant Property Management, LLC  
6719 Winkler Road, Suite 200  
Fort Myers, Florida  
Phone (239) 454-1102 Fax (239) 454-1147  
Fax (239) 454-1147

Stoneybrook Clubhouse  
9521 Pebblebrook Blvd  
Fort Myers, FL 33913  
Tel: 239-561-0578  
Fax: 239-561-1568

**This FORM must be submitted along with a \$50.00 Application Fee and a \$100 Transfer Fee, check(s) payable to Stoneybrook Gateway Master and a \$50 check made payable to Alliant Property Management at least fourteen (14) days prior to the start of any lease. The \$50 Application fee and all new documentation is required for all new lease renewals if the original lease application was prior to 4-1-09. If the original lease application was after 4-1-09, an update of this form is required along with a copy of the new lease.**

**NO NEW TENANTS MAY MOVE INTO STONEYBROOK UNTIL THIS LEASE REGISTRATION IS APPROVED BY THE BOARD OF DIRECTORS. A \$100 FINE WILL BE APPLIED TO THE LESSOR FOR ANY LEASE AGREEMENT ENTERED WITHOUT APPROVAL OF THE MASTER ASSOCIATION. NO LEASE MAY BE FOR LESS THAN A THIRTY (30) DAY PERIOD. A CRIMINAL BACKGROUND CHECK MUST BE COMPLETED ON EACH ADULT (18 YEARS +) LEASING THE UNIT. THIS APPLICATION MAY BE DISAPPROVED FOR GOOD CAUSE PER 11(A)-11(J) OF THE LEASING AMENDMENT 5.25 OF THE MASTER DECLARATION OF COVENANTS & RESTRICTIONS FOR STONEYBROOK AT GATEWAY.**

**LEASED UNIT ADDRESS** \_\_\_\_\_

☐

I understand that the landscaping must be maintained (mowing, edging, weeding, trimming, mulch, and weed control of sod). (Place initials in box)

Identify who is responsible for this maintenance during the lease period: \_\_\_\_\_ OWNER \_\_\_\_\_ TENANT

**UNIT OWNER INFORMATION (LESSOR)**

NAME \_\_\_\_\_ Email: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE: (        ) \_\_\_\_\_ - \_\_\_\_\_ Cell: (        ) \_\_\_\_\_ - \_\_\_\_\_

☐

I have received, read and agree to all of the provisions of 5.25 Occupancy in the Absence of Owner & Leasing of the Living Units. (Place initials in box)

☐

I have received, reviewed, understand and signed the Stoneybrook at Gateway "Assignment of Rents" regarding The HOA's right to collect rent directly from the tenant if I become delinquent in payment of HOA dues.

**LESSEE INFORMATION**      Lessee's email address: \_\_\_\_\_

**LEASE DATE: FROM** \_\_\_\_\_ **TO** \_\_\_\_\_

List Each Adult (16 years of age) and Include driver's license number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VEHICLE (make/license #, color)** \_\_\_\_\_

**VEHICLE (make/license #, color)** \_\_\_\_\_


**PHONE (        )** \_\_\_\_\_ - \_\_\_\_\_ **ALT. PHONE** \_\_\_\_\_

Will anyone other than those listed above occupy this unit?      \_\_\_\_\_ No      \_\_\_\_\_ Yes

If yes, whom? (List names, ages and relationship) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGENCY/AGENT:**

PHONE (     ) \_\_\_\_\_




A criminal background check has been completed on each lessee name listed above from one of the following sources: Intelli Investigations, Owensonline, Worldwide Person Information Locators and Investigations, CriminalWatchDog.com or Application Processing Service, Inc. Copies of these background checks have been attached to this lease application for the association's review. (Place initials in box)

I have received and read a copy of the Stoneybrook at Gateway Master Rules and Regulations along with this form. I understand these Rules and Regulations and agree to abide by them as long as I reside at Stoneybrook at Gateway. **I understand that, as a renter, failure to do so places me in breach of my lease agreement with the association and is cause for eviction.**

I understand owners and tenants are only permitted to have two pets. Aggressive breeds of animals, to include Chows, Rottweilers and Pit Bulls, are not permitted in any unit at any time per the Master Declaration of Covenants. Dogs must be on a leash at all times. Dog owners are required to pick up after their pet when walking in neighborhoods.

I understand commercial vehicles, trailers, campers, and boats are only to be parked inside garages. Vehicles may not be parked in the street overnight or on the grass or sidewalk at any time. Commercial Vehicles must not be parked at the Community Center

I understand as a tenant I am responsible to comply with all Rules & Regs both current and future for the Association (s). I acknowledge that I have received a copy of those rules from the leasing agent.



I have received, read and agree to all of the provisions of 5.25 Occupancy in the Absence of Owner & Leasing of the Living Units. (Place initials in box)

I have received, reviewed, understand and signed the Stoneybrook at Gateway "Assignment of Rents" requiring me to pay the rent directly to the HOA if the owner becomes delinquent in payment of HOA dues.

(Place initials in all boxes above)

**THIS APPLICATION FOR LEASE REGISTRATION AT STONEYBROOK AT GATEWAY HAS BEEN:**

APPROVED

NOT APPROVED

Reason for Denial:

**Applicant's Signature**

Date \_\_\_\_\_

Unit Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

**Licensed Realty Agent**

Date \_\_\_\_\_

Board Member's APPROVAL

Date \_\_\_\_\_