



LEASE **INFORMATION** **PACKAGE**

Please read through this package carefully!

Important information is enclosed concerning
the **RENTAL PROCEDURES** for the Club at Rapallo.

+ + + + +

Association Information:

- Tenant Application to Lease Received? _____
- Application Fee Received? _____
- Expedite Process? _____ Fee Received? _____
- Security Deposit Received? _____

LEASE INFORMATION AND PROCEDURES

General Information:

- ❑ No Lease shall be for a period of less than **sixty (60)** days. No unit may be leased more than **three (3)** times per year. **No pets are permitted for any Tenant.**
- ❑ The Tenant must be at least one natural person. A unit *may not* be rented to a company, corporation, or other entity. *Tenant will NOT sublet the premises or any portion thereof.* Each Lease must be in writing and require the Tenant to comply with all Community Rules and Regulations. It must specifically state that “***NO pets are permitted for any Tenant.***” Electronic signatures are acceptable.
- ❑ All prospective Tenants shall complete a Lease Information Package, which shall be provided by the Unit Owner to the Association along with the proposed Lease as provided for above.
 - **Each of these pages must be initialed by both the Unit Owner and the prospective Tenant indicating they have been read and are understood.**
- ❑ The Unit Owner or Realtor must deliver a copy of the proposed Lease Information Package to the Association Office at least twenty **(20) days** prior to the commencement of the Lease, accompanied by the following:
 1. Fully-Executed Application to Lease;
 2. Fully-Executed Copy of Lease Agreement;
 3. Lease Information and Procedures (initialed by **both** Unit Owner(s) **and** Lessee(s));
 4. \$100 Application Fee; **AND**
 5. Security Deposit in the amount of one month's rent up to a maximum of \$3,000.00.

Please note - security deposits MUST be received twenty (20) days prior to the lease start date along with the \$100 application fee, completed Lease Application Package and copy of Lease Agreement. Any Lease Application Package received without BOTH the \$100 application fee AND the security deposit will be deemed incomplete and will not be processed until received.

Also, the Association will not accept a security deposit check from any potential tenant(s). In compliance with Florida Law, Florida Code 83.49 – the Association shall deposit the security deposit in a non-interest bearing escrow account

- ❑ *Said Security Deposit shall be **returned to the Unit Owner** after the Tenant vacates the Unit, less any funds required for services, repairs, lessons, etc. that the Tenant has incurred during their stay. In the event the Association Security Deposit is insufficient to cover all of said expenses, the Unit Owner shall promptly remit the difference to the Association. Failure of the Unit Owner to make such payment shall entitle the Association to place a lien on the Unit.*
- ❑ During the Lease term, the Tenant will be entitled to use all available amenities of the Club at Rapallo. **The Unit Owner may not use the services and Club facilities so long as the Tenant remains in possession of the Unit.** At the end of the lease period, privileges automatically revert back to the owner.

• **Owner Initials & Date:** _____ / **Tenant Initials & Date:** _____

- ❑ Tenants within Rapallo are limited to “two or more persons, each of whom is related to each of the others by blood, marriage, or adoption, or not more than two persons not so related who reside together as a single housekeeping unit.” Therefore, the use of a leased unit is limited to one person, or a “family,” not multiple unrelated persons. Overnight guests of Tenants may only occupy a Unit when the Tenant is present. **Add...As part of the lease agreement between the owner and the tenant, it must be stated that no more than a total of 6 individuals may occupy the unit overnight including the original tenants.**
- ❑ The condominium documents are clear, if you have individuals staying in your units and paying to do so, they are leasing your unit and “all leases of units must be in writing...delivered to the Board at least twenty (20) days prior to commencement of the said lease. All leases must provide that the tenancy...agrees to be bound by the terms and conditions contained [in the condo documents].”
- ❑ **Meaning, your lessees and guests must know and obey the community rules and regulations. Please do not try to circumvent this requirement** – the Board does not want to evict illegal tenants. If you still have questions about this, feel free to contact the General Manager.
- ❑ In addition to the rights provided by applicable Florida Law, the Rapallo Condominium Documents specify under the Declaration of Condominium **8.10**, that the Association has the “irrevocable right of access to the units during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Element or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.”
- ❑ Therefore, Tenant will NOT, without Landlord’s prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. The existing locks of the premises will not be changed without the Unit Owner’s permission at which time a duplicate key will be provided to the Association as required by Florida Condominium Law.
- ❑ Unit Owners shall at all times be responsible for all acts of their Tenant and shall guarantee that their Tenant, and their Tenant’s family and guests, comply with the Community Documents, and the Rules and Regulations of the Association.
- ❑ **“PARKING.”** The following guidelines are found in the Rules and Regulations section of the Condo Docs:
 - A.) “No vehicles may be parked on the roadways for more than four hours and no vehicles may be parked on the roadway directly across from a driveway” – Effectively saying there is no parking overnight on the streets in Rapallo. We target violations immediately, first with a warning including the name and number of the towing company and thereafter the vehicle will be towed at the owner’s expense;
 - B.) No open-bed trucks are permitted to be parked outside for more than 4 hours – towing policy applies;
 - C.) No commercial vehicles are permitted to be parked on the street or in driveways for more than 4 hours – towing policy applies.
- ❑ **“NO SMOKING.”** Signs are posted indicating there is NO smoking around the amenity areas...**The Club at Rapallo is a Designated Non-Smoking Area!**
- ❑ **“POOL AND SPA RULES.”** Absolutely no glass in the pool tiled areas. Pool and spa closed dusk to dawn – absolutely NO night usage. **Prohibited:** NO Food or Drink within 4 Feet of Pool or Spa / NO Pets / NO Rollerblades or Skateboards / NO Throwing of Objects, i.e. Footballs, etc. **Permitted:** Pool “Noodles” as used in classes / 18” Kickboards as used by lap swimmers / Infant ‘rings’ or other child Personal Floatation Devices. These Rules are posted at all of the Pool Entrance Gates.

• **Owner Initials & Date:** _____ / **Tenant Initials & Date:** _____

Application Procedure:

- ✓ The Association Office requires completion of a ***LEASE INFORMATION PACKAGE*** (provided by the Association Office & available on our website) with a completed portion signed by the Unit Owner, and the prospective Tenant, as well as a copy of the Lease Agreement (as required in the Association Documents) \$100 Application Fee **and** security deposit. **Every NEW LEASE requires a new application be submitted to the Association Office along with the \$100 application fee (and security deposit) regardless of whether that person has rented in Rapallo before.**
- ✓ The Lease Information Package must be presented to the Association Office a **minimum of twenty (20) days prior to the commencement of the Lease**, and accompanied by the above-mentioned application fee **and** security deposit as established by the Club at Rapallo, Inc.
- ✓ Approval or disapproval of the Tenant will be provided to the homeowner by email not more than **twenty (20) days** after receipt of the application
- ✓ **If an applicant is in a hurry and requires a response time less than twenty (20) days, an additional fee of \$30 is required.** However, this does not apply to International tenants, as background checks in this situation require a minimum of 15 – 20 days.
- ✓ The Unit Owner takes full responsibility for their tenant, and the tenants and their guests actions in Rapallo. The Unit Owner represents and warrants to the Association that the Unit Owner has scrutinized the tenant and the tenant's application, and is vouching for the tenant's good character.
- ✓ **Before a prospective tenant is approved, the Association will make an independent Criminal Background Check of all individuals that will be in the unit over 18 years of age, and anyone with a Felony Conviction will be rejected. By conducting such a Criminal Background Check, the Association expressly disclaims any responsibility for any actions of the tenant and does not guarantee the accuracy of any such Criminal Background Check. Such investigation is for Association purposes only and will not be provided to the Unit Owner, or tenant. This information *may not* be relied upon by any other party.**
- ✓ As provided in the Community Documents, no approval will be granted if the payment of assessments for that Unit is delinquent. Once the background check has been satisfactorily completed the Unit Owner will be notified by email.
- ✓ **If a tenant moves into a unit before the security deposit is received by the Association, a fine of \$100 per day may be levied against the Unit Owner for every day the tenant is in residency and there is no Security Deposit received.**
- ✓ Likewise, **if a Unit Owner leases a Unit without first obtaining approval by the Association**, the Association shall have the right, after due 3-day notice; to commence proceedings to evict the Tenant and all costs of same shall be assessed to the Unit Owner.

• **Owner Initials & Date:** _____ / **Tenant Initials & Date:** _____

- ✓ The Tenants must make an appointment with the Association Office, complete the required General Information Form, and have their picture taken to secure a Proximity Pass for entrance through the Community Gates and Sports Club. These cards must be presented, upon request, when using all Clubhouse Amenities. **These passes are \$40 each and all tenants are required to have one. In addition, there is a \$20 fee per vehicle if you wish to have an RFID sticker placed on your vehicle for entry through the vehicle gates.**
- ✓ **All appropriate pages must be initialed, dated, and returned with the original primary "Application to Lease."**
- ✓ Please keep a copy of this information package for your records. No copies will be provided.
- ✓ At the end of the leasing period, if the owner intends to ***extend the lease*** for his or her tenant, there are only two requirements: (1) Notify in writing by mail or e-mail at **associations@rapallo.net**, so the proximity pass and/or RFID sticker(s) can be extended to cover the dates of the new lease. (2) A new lease must be presented to the Association showing the extension times for the lease. **Failure to do so will result in deactivation of access rights for lessee(s) until a lease extension is received by the Association Office.**
- ✓ If the tenant will be ***vacating the property at the end of the lease***, the Unit Owner must provide a written notice, by mail or e-mail, to the General Manager requesting the Security Deposit be returned, indicating Unit Owner name, unit information, what date tenant will be leaving, and where the check should be mailed.
 - The outside of the building will be checked for damages, as well as inquires made to make sure the tenant does not owe fees to any Department within Rapallo.
 - Once determined there are no violations or expenditures to cover, the Security Deposit will be returned to the Unit Owner only, and will be **returned within 10 business days of the request.**
- ✓ Call the Association Office at 239-949-3347, if you have any questions.

• **Owner Initials & Date:** _____ **/ Tenant Initials & Date:** _____

Before submission, please make sure application is properly and **fully** completed.

APPLICATION TO LEASE

Unit Owner Name: _____

Unit Number and Address: _____

Contact Telephone Number: _____

Term of Lease: From _____ to _____
(60-day minimum lease required)

Note: By signing this agreement, the Tenant acknowledges that a *Criminal Background Check* will be done on each potential Tenant living in the unit over 18 years of age before approval is given to occupy the above address. Owner may *not* utilize the facilities during the time the Tenant is in possession of the Unit. Proximity passes must be purchased *by each* Tenant listed in the application. All checks should be made payable to "The Club at Rapallo."

Tenant also acknowledges receiving a copy of the current Rapallo Rules and Regulations upon receipt of Lease Information Package. If not, one will be provided by Association Office at check-in.

_____ Yes / _____ No

TENANT INFORMATION: (Include ALL prospective occupants-attach separate sheet if necessary.)

1. **Name:** _____

Social Security Number: _____ *Date of Birth:* _____

2. **Name:** _____

Social Security Number: _____ *Date of Birth:* _____

Home Mailing Address: _____

Home Telephone Number: _____

Email Address(es): _____

(If you do not wish to provide an email address, you are agreeing to opt out of any Rapallo email notices.)

If not related, are these individuals' persons "who reside together as a single housekeeping unit?"

_____ Yes / _____ No

Tenants within Rapallo are limited to "two or more persons, each of whom is related to each of the others by blood, marriage, or adoption, or not more than two persons not so related who reside together as a single housekeeping unit." Therefore, the use of a leased unit is limited to one person, or a family, not multiple unrelated persons.

• **Citizen of the United States?** _____

If **"no,"** submit copy of 1 Photo ID. A completed Release Form may be required depending on Countries requirements for a Background Check. **If you are a Canadian resident,** a "Consent to Disclosure of Personal Information" form and **2 Photo ID's are required by the Canadian Government before we can process your application.** See EXHIBIT "A" at Page 7. Each Country takes a different amount of time for information to be received. **If this is an International lease, 15-20 days is REQUIRED for processing.**

Lease between the Unit Owner and Tenant must include the following:

1. "There are NO pets allowed for Tenants"
2. It must require that, "Tenant(s) comply with all Community Rules and Regulations"

I represent that the information presented in this Application is true and correct, and I hereby authorize The Club at Rapallo, Inc. to conduct the aforesaid Criminal Background Check.

I further represent, that by signing this Application, the Tenant is verifying that each individual 18 years and older has read all of the supporting documents included with the Lease Application Package, and hereby agree(s) to abide by the Current Rules and Regulations of The Club at Rapallo, Inc. - Revised December 2013.

TENANT SIGNATURE: _____

TENANT SIGNATURE: _____
(All prospective occupants, except for minor children, must sign.)

Date: _____

The undersigned Unit Owner hereby represents and warrants to the Association that the Unit Owner has scrutinized Tenant, and Tenant's Application, and is vouching for the Tenant's good character. The Unit Owner hereby agrees to abide by the terms and conditions of the Rapallo Lease Information and Procedures, and the Rules and Regulations of the Association, as well as to require the Tenant to comply with the Rules and Regulations of the Association.

In particular, the Unit Owner agrees to reimburse the Association for any costs, or expenses, incurred by the Association in connection with the enforcement of the Leasing Procedures, or the Rules and Regulations of The Club at Rapallo, Inc., including, but not limited to, payment of fines, payment for any property damage to any of the Common Areas of Rapallo, or personal injury to any Person(s) which are caused by the Tenant, or guest of the Tenant.

UNIT OWNER SIGNATURE: _____

UNIT OWNER SIGNATURE: _____

Date: _____

EXHIBIT A - CANADIAN CITIZENS ONLY!
CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

PLEASE PRINT (To be completed by Applicant)

<u>Surname</u> (Provide previous name/s prior to application if applicable):	
<u>First Name:</u>	<u>Second Name:</u>
<u>Date of Birth (YY-MM-DD):</u>	<u>Sex:</u>
<u>Phone #:</u>	<u>Driver's License Number:</u>
<u>Number/Street - Apt/Unit - City/Province/Country - Postal Code:</u>	

Note: Provide previous addresses if you did not reside at the above address for more than five years:

<u>Number/Street - Apt/Unit - City/Province/Country - Postal Code:</u>
<u>Number/Street - Apt/Unit - City/Province/Country - Postal Code:</u>

Note: Information is Collected and Disclosed According to Section 29(1) & 32 of the MFIPPA as well as PIPA & PIPEDA

<p>RELEASE AUTHORIZATION AND WAIVER</p> <p><u>Authorization to Release Clearance Report or Any Police Information</u></p> <p>I certify that the information set out by me in this application is true and correct to the best of my ability. I consent to the release of a Criminal Record or any Criminal Information to Canadian Employment Screening and its partner.</p> <p>I hereby release and forever discharge all members and employees of the processing Police Service from any and all actions, claims and demands for damages, loss or injury howsoever arising which may hereafter be sustained by myself as a result of the disclosure of information by the processing Police Service to Canadian Employment Screening and its partner.</p>	<p>SEARCH AUTHORIZATION</p> <p>I HEREBY CONSENT TO THE SEARCH AND RELEASE OF:</p> <ul style="list-style-type: none">A. Criminal Record (Adult)B. Additional Searches Listed Below (If Required) <p>Signed this _____ day of _____, 20____</p> <p>_____ (Signature of Applicant)</p>
--	---

ORGANIZATION REQUESTING SEARCH - Organization name: _____	
Signature of Representative Witnessing Applicant's ID _____	Type of ID Viewed (DL, Passport, Citizenship Card, Birth Certificate) – NOT ACCEPTED: Health Cards & SIN Cards

Note: For additional searches please mark next to all appropriate searches listed below...

ADDITIONAL SEARCHES	
Additionally, I authorize the above named company through Canadian Employment Screening to obtain information regarding:	
_____ Consumer Credit Report – Which relates to me - **S.I.N.# _____ (Required for Credit Report & SIN Verifications Only)	
_____ SIN Validation – Relating to me	
_____ SIN Verification – Combining Credit and SIN relating to me	
_____ *Driver's Abstract – Driver's Record from the Province of _____	
_____ Vendor Verifications – On behalf of the Company _____	
_____ Other - _____	
<small>*Provincial requirements prevail when requesting Driver's Abstracts. Please speak to customer service regarding provincial requirements & consent forms.</small>	