

**THE RACQUET CLUB OF VERO BEACH**  
**REQUEST BY OWNER FOR APPROVAL OF LEASE**

I (we) propose to lease my (our) entire dwelling unit, Bldg. \_\_\_\_\_ Unit No. \_\_\_\_\_.

FROM \_\_\_\_\_ TO \_\_\_\_\_ at The Racquet Club.

Since I (we) acknowledge leases must be for a minimum of 30 days, I (we) propose this lease for the following Lessees:

Mr. and Mrs. \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Section I. STATEMENT BY OWNERS**

A. I (we) affirm that I (we) or our Realtor and /or agent has provided the proposed Lessee with a current copy of "The Racquet Club Guest Brochure" and that I (we) accept full responsibility for any damages to common facilities caused by Lessee or Lessee's guests. (Ref. Article XIII, Para. A, of the Declaration of Condominium).

B. This lease constitutes an agreement between the (Owner) Lessor and the Lessee granting the Board of Directors the right to evict the Lessee(s) for violations of the Condominium's "Guests and Lessees Rules & Regulations" 48 hours after notice to the Owner of its intention to do so. The lease grants to the Lessee the right to use the common elements in lieu of the Owner(s) as in accordance with The Declaration of Condominium, Article XII, Section 2,C, paragraphs (a) through (h).

C. I (we) understand The Board of Directors has Thirty (30) days to render a decision following receipt of an application in proper form, the application fee and other such information as may be reasonably required. Any application received by the Board for a lease with a start date less than Fourteen (14) days will be disallowed and returned. The Board will normally act upon the proposed lease within fifteen days (15) of receipt. The Board reserves the right to conduct a background check as part of the approval process and further retains the right to interview the applicant prior to taking any final action.

**Section II. STATEMENT BY LESSEES**

A. I (we) have previously leased at The Racquet Club No \_\_\_\_\_ Yes \_\_\_\_\_ Number of Years \_\_\_\_\_ and recognize the Board of Directors reserves the right to conduct a background check as a part of this approval process. Acknowledged: Yes \_\_\_\_\_ No \_\_\_\_\_.

B. A \$75.00 application Fee (Effective Dec 1, 2009) for all first time Lessees is attached. (See page 5.) The required fee is waived for all repeat lessees.

C. I (we) affirm I (we) have read and agree to abide by the current rules and regulations described in "Guest and Lessee Rules and Regulations" (see below) and further agree to abide by any other rules concerning the use of facilities as are or shall become posted. I (we) understand a Dwelling Unit shall be occupied only by one family (and guests), and as a residence and for no other purpose. No nuisance shall be allowed upon the condominium property, nor any use that is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents and that all parts of the facilities shall be kept in a clean and sanitary condition and rubbish, refuse or garbage shall not be allowed to accumulate nor any fire hazard allowed to exist; and that no immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof. We further recognize any conduct of business or commercial activity is prohibited. I (we) further understand sub-leasing is strictly prohibited.

D. I (we) represent that the information included, herewith, is factual and true and are aware that any falsification or misrepresentation of the facts in this application will result in automatic rejection. I (we) consent that the Association may make further inquiry concerning this application, especially of the references below.

Section III.

**GUESTS AND LESSEES RULES AND REGULATIONS**

**A. REGISTRATION AND GUEST VISITATIONS:**

Owners (not in residence) or Lessees shall notify the Association by mail or phone (772-231-3422) of the names of anticipated guests, dates of arrival and departure. A guest is a person visiting with the permission of, and without sharing costs of the Owner or Lessee. Guests may not authorize additional guests. Only Owners or Lessees may authorize guests to use the recreational facilities and must accompany them during use. All Lessees and Guests in residence must register upon arrival using the Registration Book located in the Club House.

**B. SECURITY:**

Building entrance keys also unlock doors of the Club House, Pool, Stairwells, Bike Room, and ground floor Trash Rooms. Each dwelling unit has a mail box key. It is prohibited to issue or loan an entrance key to anyone not in residence. Lost entrance key replacement is \$25.00 per key.

Visitors or service personnel can reach the occupant of a unit from the call box at each building entrance. After identifying the caller, the entrance door lock may be released by pressing telephone digit '6' in the individual dwelling unit. A buzzer will sound at the entry door when the lock is released.

When entering or leaving a building please insure the entrance door is latched upon closing. Extra attention is required on windy days. Never leave building entrance doors propped open even for short periods.

Building 'B' and 'C' have two elevators, 'A', one. Use care to insure elevators are not in the door "Blocked Open" position when departing. If an elevator malfunctions, use the emergency call phone and/or alarm button.

**C. FIRE PROTECTION:**

Please read and understand the functions of our fire alarm systems; what they do and what you need to do in the event of an emergency. All residences are equipped with both a smoke detector and fire alarm.

**E. SMOKE DETECTORS:**

The smoke detector will detect the presence of smoke in an individual residence. It will sound in your unit only. It only can be turned off by removing the smoke (i. e., airing out the residence). It is powered from the 110V of the individual unit and has no battery backup. If the cause of the smoke is such the occupant needs to call the fire department, then activate the pull alarm as described, below.

**F. FIRE ALARM PULL BOXES:**

Pull boxes are located on the ends of each floor of each building. In Building C there are additional boxes and alarms in the mid point of the walkways. All alarm boxes require manual operation and when operated will automatically summon the fire department. They are functional 24 hours per day. All occupants should familiarize themselves with the location and operation of the nearest PULL BOX. . Once activated this alarm will sound in all the Units of that building only and can only be silenced by a member of the fire department. These alarms have automatic battery backup.

**G. MEDICAL EMERGENCY:**

In the event of an emergency, DIAL 911 to summon Emergency Medical personnel, the ambulance or fire dept.

**RECREATIONAL FACILITIES:**

Following is a list of rules (also posted on the Clubhouse Bulletin Board). It is both the Lessors and Lessees responsibility to be aware of and comply with all rules for the safety of residents and guests. It is prohibited to use skates, scooters, or skate boards. Throwing balls or tossing objects of any sort on any portion of Racquet Club property is strictly prohibited.

**A. POOL INFORMATION:**

**ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK!**

**POOL HOURS ARE: 8:00 AM to 10:00 PM ONLY.**

Shower before entering the pool. Remove sunscreen, other oils, and beach tar. Glass items, floats or toys are prohibited in the pool or pool deck area. Diving or running is strictly prohibited. Children under three (3) years of age may not enter the pool unless properly dressed in approved sanitation garments and children under twelve (12) must be supervised by an adult at all times. Use of inflatable lifesaving devices is strictly prohibited. Pool Rules are also conveniently posted at POOLSIDE.

Body and foot cover is required in all common areas except the pool area. Swim wear wet or not, is strictly prohibited in the Club House, Lobbies, Elevators, Walkways or Garages.

**B. TENNIS INFORMATION:**

**PERSONS USING THE TENNIS COURTS DO SO AT THEIR OWN RISK**

Courts may be reserved by signing the Reservation Book in the Club House but not more than 24 hours in advance. Conventional tennis attire (clothing and shoes) is required by anyone (including children) who wish to use the courts. Play may not begin before 8:00 AM.

Children under twelve must be supervised by an adult at all times and Courts must never be used as walkways between the Buildings and/or the Pool whether play is in progress or not.

**C. CLUBHOUSE INFORMATION:**

**HOURS ARE: 8:00 AM to 10:00 PM ONLY.** Violations of these hours will result in loud audible alarms, flashing lights throughout the area and police are automatically summoned. (Special temporary exemptions can be made in advance by the Board of Directors.)

Owners and Lessees are held responsible to assure lights and A/C are off (or set to 85) when leaving the Club House.

An adult must accompany any child under twelve (12). Pool Table Rules are posted at the cue rack.

Report to a Management Employee any unintentional damage to carpeting, walls, furniture, etc.

**C. EXERCISE ROOM:**

**PERSONS USING THE EXERCISE EQUIPMENT DO SO AT THEIR OWN RISK:**

Children under 12 are prohibited from using any of the exercise equipment. Before leaving, please wipe the exercise equipment using the paper towels furnished and please assure the thermostat is set for 85 and the television and lights are off.

**OTHER IMPORTANT INFORMATION**

**A. OCCUPANCY:**

No more than four persons shall reside in a two bedroom unit nor more than six in a three bedroom unit. Those less than eighteen (18) must have a responsible adult in residence.

**B. NOISE:**

The buildings are not soundproof. Care must be taken using radios, televisions, etc. Voices and radios at pool side and on balconies carry long distances. Extra care is required to avoid disturbing others.

**C. VEHICLES:**

Numbered inside parking spaces are identified and reserved for specific Owners or their Lessees. Any marked space may not be used without that owners permission. Only registered cars are authorized to park overnight on Racquet Club property. All vehicles must be parked within the defined parking spaces. All commercial vehicles are prohibited from overnight parking. Any oversize vehicle requires prior Board of Directors approval prior to parking overnight.

**D. BEACH TAR:**

Tar discharged from ships may be picked up on feet when on the beach. Avoid damage to walks, elevators and carpeting by using tar removal supplies located at the East end of the Pool and at Building 'B' car wash.

**E. PETS/ANIMALS:**

Pets and animals are strictly prohibited in individual units or on Racquet Club property and grounds.

**F. INTERNET ACCESS:**

Some owners have Wi-Fi installed. If Internet access is required, please contact the owner.

**G. MAIL DELIVERY:**

A mail box for each unit is located at the main entrance for Building A. All Building B boxes are at the west end (in the garage) and boxes for Building C are in the garage at the building north end. For identification, please ask Maintenance personnel to add a name label for your unit.

**H. GARBAGE AND TRASH:**

Garbage, in general, should be processed in the kitchen sink disposal unit. Bones, grease and fibrous items shall be placed in a plastic bag, securely tied, and deposited in the trash chute available on each floor of each building. Items too large for the chute shall be placed in the large dumpster in each building's ground floor trash room. Also located in each ground floor trash room are individual containers for newspapers, cans, plastic and glass for the recycle program. Large appliances (i.e., TV set) should also be placed in the trash room and the Solid Waste Authority or Racquet Club Management will arrange for pickup.

**I. STORAGE:**

Each owner has an assigned storage locker. Access is with permission of the owner, only. Storage of any item in a stairwell or landing is strictly prohibited by order of the FIRE MARSHALL. Bicycles are to be stored in the Bike Room, Building C, north end only.

**J. PEST CONTROL:**

The second Tuesday of each month all residences are treated for control of pests. Occupants of each Unit are responsible to assure access for pest control personnel.

**K. HOUSEKEEPING:**

Mops, rugs, brooms are not to be shaken from balconies, walkways or stairwells. Sweeping or throwing items from balconies is prohibited. It is prohibited to hang garments, bathing apparel, towels, blankets, etc. from walkways or balcony railings as is the attachment of objects to any railing. To avoid risk to persons or vehicles below, loose objects should never be temporarily placed on railings. To prevent damage or contamination to the second floor balconies, upper balconies must never use any liquid that would pass through the balcony drains.

Section IV.

**PERSONAL REFERENCES**

(Local if possible)

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Bank Reference: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Organizational Memberships: \_\_\_\_\_

Occupation (Former, if Retired): \_\_\_\_\_

A. I (we) understand that any violation of the terms, provisions, conditions, and/or covenants of this application provides cause for corrective action by the Board of Directors resulting in possible denial of the application or termination of the lease (if previously approved) and removal of the lessee(s).

B. I (we) agree to park only in the numbered inside parking space assigned to the Unit under lease and to park any additional/other vehicles in outside parking spaces. Overnight parking of commercial trucks, vans or campers is prohibited.

C. I (we) agree to register all overnight occupants of the Unit. Please list below the names and relationship of persons expected to be overnight guests at any time during the term of the lease.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: (If under 18): \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: (If under 18): \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: (If under 18): \_\_\_\_\_

Section V.

**SIGNATURES**

A. The Lessee, in signing, acknowledges compliance with the Rules and Regulations as included herein, as well as any other rules or restrictions as may be duly posted.

Owner: \_\_\_\_\_ Date: \_\_\_\_\_ Lessee: \_\_\_\_\_ DATE: \_\_\_\_\_

Owner: \_\_\_\_\_ Date: \_\_\_\_\_ Lessee: \_\_\_\_\_ DATE: \_\_\_\_\_

B. Attached is the Lease Application fee of \$75.00 (waived for previous Lessees) per The Declaration, Article XII. Section B, para. (b) and payable to The Racquet Club Association.

C. The Board of Directors has APPROVED/DISAPPROVED this application at their regular (or special) Board meeting on \_\_\_\_\_, \_\_\_, 20\_\_\_. If disapproved, the Owner has been informed of the reasons this date.

Director/Title: \_\_\_\_\_ Director/Title: \_\_\_\_\_

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This Site is Correct As Of Thursday, December 10, 2009.

Released: 2/1/2000, Revised and Reissued: 10/26/2009.