

# Lely Country Club POA

## LEASE APPLICATION INSTRUCTIONS

A lease application is required for every lease, lease renewal or lease extension. Application & background fees do not apply to lease renewals or lease extensions that are submitted at least 20 days prior to the existing lease end date. Applications for renewals/extensions submitted less than 20 days prior to the existing lease end date are considered a new lease and are subject to application & background fees.

### SUBMIT THE FOLLOWING:

- A complete Lease Application, Background/Credit Check Form (if applicable) and signed Lessor Acknowledgement must be delivered to **Resort Management at 2685 HORSESHOE DR S STE 215, NAPLES, FL 34104-6113** no less than 20 days prior to the lease start date or the expiration of the current lease term as it relates to a lease extension or renewal. Earlier submissions are encouraged. The Management Office will provide approval notification to the Homeowner and Lessee.
- A legible copy of the lease contract signed by the property owner/lessor, any agents representing or acting on behalf of the property owner/lessor and the lessee.
- Payment of the appropriate application fee. The fee is \$100 for the first US citizen applicant plus \$45 for each additional US citizen over age 18 who will occupy the property in addition to the applicant. Fees for non-US citizens will be determined on a case by case basis. Fees are Non-Refundable. Make the check payable to **Lely Country Club POA**.

Questions regarding completing the required forms may be directed to:

**Lely Country Club Property Owners Association C/O  
Resort Management  
2685 Horseshoe Dr. S. #215  
Naples, FL 34104  
Phone: 239-649-5526**

**The 20-day period for acting on the application begins only after all required documents are complete and have been delivered to Resort Management along with the required fees. Incomplete forms will be returned to the property owner/lessor for completion.**

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## LEASE APPLICATION

PLEASE TYPE OR PRINT LEGIBLY

### LESSOR INFORMATION

Property Owner (Lessor) Name: \_\_\_\_\_

Leased Property Address: \_\_\_\_\_

Lessor Telephone: \_\_\_\_\_

Lessor Email: \_\_\_\_\_

Lease Beginning Date: \_\_\_\_\_ Lease End Date: \_\_\_\_\_ (minimum one month term)

### LESSEE INFORMATION

Below please list the name(s) of applicants who will be signing the lease:

Applicant (Lessee) Name(s): \_\_\_\_\_

Lessee Address: \_\_\_\_\_

Lessee Telephone: \_\_\_\_\_

Lessee Email: \_\_\_\_\_

### Vehicle(s) to be parked at property

Make \_\_\_\_\_ Model \_\_\_\_\_ Plate # \_\_\_\_\_ State/Province: \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Plate # \_\_\_\_\_ State/Province: \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Plate # \_\_\_\_\_ State/Province: \_\_\_\_\_

### Print names of all proposed lease-term occupants over age 18

Names: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Signatures

Lessor: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACH A COPY OF THE FULLY-EXECUTED LEASE AGREEMENT.**

### LESSOR ACKNOWLEDGEMENT

A house, attached villa, or condominium may be leased only in its entirety (e.g.

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Separate rooms within the same residence may not be separately leased. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited.

All leases must be in writing. All leases shall be for a minimum period of at least one (1) month. Leases shall specify (or shall be deemed to specify) that sub-leasing by lessee is not allowed. Each lease shall set forth the name, address, telephone number and e-mail address (if applicable) of the Owner and of the tenant(s); the date the tenant's occupancy commences and ends; each motor vehicle to be parked on the Property by the tenant or members of the tenant's household; and a description of all pets to be kept in the property.

All leases shall include, or shall be deemed to include, an acknowledgement by the tenant that the tenant and all occupants of the leased plot are bound by and obligated to comply with the Governing Documents and the tenant has received a copy of the Covenants of the Association. The Owner shall be responsible for providing a copy of the Covenants and any Rules and Regulations of the Association to the tenant prior to execution of the lease and monitor enforcement and compliance with the Covenants of the Association by the tenant. If a Tenant, Resident, other Occupant, Guest or Invitee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Owner shall have the duty to bring his Tenant's conduct (and that of the other Residents, Occupants, Guests or Invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible.

The Association shall have the right to enforce the Covenants, Conditions and Restrictions set forth in the Governing Documents. The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that he or she may have leased or rented his or her interest in the Plot/Dwelling Unit as provided herein. The Association shall not be bound by any provisions in the lease or other agreements between Owner and his/her tenant requiring prior notice or imposing other conditions on the rights of the Association. Should the Board find a violation by the Owner or tenant of the rental rights described above, the Board may, among other things, take any of the following actions:

Pursuant to the Homeowners' Association Act, the Board may, but is not obligated to, impose reasonable fines against and suspend Common Area use rights of any Member or any Members' Tenant, Guest, or Invitee for the failure of the Owner or its Occupant, Licensee or Invitee to comply with any provision of the Governing Documents.

If the Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to terminate a lease and/or institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as Assessments for Common Expenses, to wit, secured by a Lien for Charges.

***I have read and understand the above provisions contained within the community's governing documents. I understand the complete text of the community's leasing covenant may be found in section 3, paragraph 3.25 of the Declaration and General Protective Covenants.***

**Lessor signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## BACKGROUND/CREDIT CHECK APPLICATION

### PROPERTY INFORMATION

| Address      |                               | City | State | Zip Code |
|--------------|-------------------------------|------|-------|----------|
|              |                               |      |       |          |
| Move-In Date | Move-out Date (if applicable) |      |       |          |
|              |                               |      |       |          |

### PRIMARY APPLICANT

| Full Name            |                                  | Date of Birth         | Social Security Number |          |
|----------------------|----------------------------------|-----------------------|------------------------|----------|
|                      |                                  |                       |                        |          |
| Present Address      |                                  | Present City          | State                  | Zip Code |
|                      |                                  |                       |                        |          |
| Primary Phone Number | Drivers License Number and State | Primary Email Address |                        |          |
|                      |                                  |                       |                        |          |

### SECONDARY APPLICANT (IF APPLICABLE)

| Full Name            |                                  | Date of Birth         | Social Security Number |          |
|----------------------|----------------------------------|-----------------------|------------------------|----------|
|                      |                                  |                       |                        |          |
| Present Address      |                                  | Present City          | State                  | Zip Code |
|                      |                                  |                       |                        |          |
| Primary Phone Number | Drivers License Number and State | Primary Email Address |                        |          |
|                      |                                  |                       |                        |          |

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I/we authorize Resort Management and Rental History Reports to do a complete investigation of all information provided with my application for residency. I have personally filled in and/or reviewed all information within the application. A complete investigation may include any or all of the following: Credit Report, Criminal Record, Rental History References (including MPHA), Employment Verification, Eviction Records and Personal Interviews with references. This authorization is for this transaction only and continues for (1) year unless limited by state law, in which case the authorization continues in effect for the maximum period, not to exceed (1) year, allowed by law. I acknowledge that Rental History Reports provides reports by written, electronic or verbal instructions to property managers of my choice and does not participate in the approval or denial process and does not guarantee approval. My submitting this application below acknowledges and agrees with all terms above and authorizes companies to release rental, eviction, credit, and criminal record information. Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

***Please Sign Below***

**Primary Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Secondary Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_