

The President of Palm Beach

209 Rental Rules and Conditions

President of Palm Beach Condominium Owners (“Owners”) can request to rent unit 209 for family and friends (“Guests”) to stay in during both the peak-season (December 1 to April 30) and in the off-season (May 1 to November 30) subject to the rules and conditions set forth below. **Only Owners are permitted to rent 209 for family and friends.**

Peak-Season Rental Period (December 1 – April 30):

1. Owners must be in residence at the President the entire length of their rental agreement while their Guests stay in 209.
2. Every year starting on September 1 a peak-season 209 rental calendar will be open for sign up. Owners will be notified over e-mail about the start of the calendar and its close on October 31.
 - a. For this 2023/24 season, calendar will be managed with the Committee to implement new rules for existing reservations. Open dates will be communicated June*
3. Owners must sign-up through e-mail to Management. The 209 Committee will assist with managing the calendar for the next year to support Owners and Management as the new procedures are rolled-out.
4. Owners may only sign up for a minimum of one week or for a maximum of two weeks @ \$200.00 per night during peak-season. Weeks do not need to be consecutive.
5. Scheduling will be on a first come, first served basis and documented by e-mail requests. No phone, text or in-person requests will be accepted.
6. Owners may request to be waitlisted for their desired dates if already taken and will be notified about all cancellations.
7. If there are any weeks available after calendar closes on October 31, Owners may rent any open weeks, even if they have secured two weeks.

The calendar will effectively remain open until all weeks have been rented.

Off-Season Rental Period (May 1 to November 30):

1. Owners may sign up to rent 209 in the off-season at any time during the rental year.
2. Owners must sponsor Guests to stay in 209 in the off-season and do not need to be on site. If the Owner will not be on site, Owner will be required to complete and submit a rental application with the office.
3. Owners must rent for a minimum of two days and up to a maximum of 6 months @ \$150.00 per night in the off-season.

Rental Conditions:

1. 209 can only be rented on a weekly basis – no split weeks.
2. Check-in is Friday at 4:00 pm, check-out the following Friday at 12:00 noon. This will allow time for cleaning and preparing for next Guest.
3. Owner rental requests will only be valid for one year.
4. Owners are prohibited from assigning their reservation/weeks to another Owner.
5. Renters of other units are not permitted to rent 209. Only Owners are allowed to rent 209. Additionally, if an Owner is renting their unit during peak season, they are not permitted to rent 209 during peak season.
6. Owners are allowed only four (4) Guests to stay in 209 per rental agreement. Guests that have adults plus children that exceeds four (4) will need permission and approved at Management discretion.
7. No animals, except support animals, are permitted. All service animal documentation must be received by Management no later than 30 days prior to the rental. All documentation must be approved by Management

prior to the commencement of the rental. If documentation is not approved the service animal is not permitted.

Rental Agreement:

1. Owners must sign a rental agreement with Management when rental dates for their Guests are scheduled. Rental agreement will be e-mailed for signature within 3 days and must be returned within 10 business days along with full payment to secure the unit.
2. The rental agreement will outline the responsibilities of both the Owner and their Guests.
3. Owners are responsible for the rent and any damages caused by their Guests.
4. Guests must follow condo rules.

Fees, Cancellation and Refunds:

1. Owners must pay the entire rental fee, tourist taxes and cleaning fees upon signing the rental agreement.
2. Owners' rental period will not be guaranteed until the signed rental agreement and payment of all fees is received by Management.
3. If an Owner needs to cancel a scheduled rental of 209, the rental fees will only be refunded if another Owner (wait-listed or otherwise) can be found.
4. If a waitlisted Owner does not fill a cancellation, all residents will be notified via e-mail of the vacancy. Scheduling the vacancy will be on a first come, first served basis and documented by e-mail.

THE PRESIDENT OF PALM BEACH - A CONDOMINIUM, INC.

RULES AND REGULATIONS GOVERNING CODE OF CONDUCT

The President of Palm Beach – A Condominium, Inc. (the “ASSOCIATION”) desires to protect the members of the Board, as well as the Property Manager and other staff members of the Association (collectively, “Staff”) from its members’ engaging in uncivil behavior or improper conduct toward any of them, including from verbal, written or physical harassment or interference.

Accordingly, it is hereby made a violation of these Rules and Regulations for any Member of the ASSOCIATION, or a Member’s tenants, other occupants, invitees, licensees, guests, or the contractors or subcontractors of any of the foregoing (hereafter collectively referred to as “Person”) to directly or indirectly engage in any of the following:

(a) Harass or otherwise interfere with any Officer or Director of the ASSOCIATION while such person is acting in his or her official capacity on behalf of the ASSOCIATION, or to take any action to communicate at an unreasonable hour, to harass whether verbally, in writing, physically, or to otherwise threaten or interfere with the right of quiet enjoyment of any Officer or Director of the ASSOCIATION because of any action taken by that Officer or Director on any issue pending or expected to be pending before the ASSOCIATION.

(b) Harass or otherwise interfere with the duties and responsibilities of the Property Manager or Staff. All Persons shall at all times conduct themselves in a civil, courteous and dignified manner towards the Property Manager and Staff, and shall not take any action to harass, whether verbally, in writing, physically, or to otherwise threaten or interfere with, the tasks and duties of the Property Manager or Staff.

(c) Attempt to intimidate, harass, threaten or attempt through any means to control or install fear in the Property Manager or Staff. Language shall be professional, and differences of opinion shall be expressed in a clear and business-like fashion.

(d) Publish or make a false, defamatory, libelous, or slanderous statement regarding: (i) any member of the ASSOCIATION's Board of Directors; (ii) the Board of Directors; (iii) the ASSOCIATION; or (iv) the Property Manager or Staff, (collectively hereafter referred to as a “Protected Party” or “Protected Parties”), regardless of what means the Person uses to publish such statement(s), including the internet. It shall further be a violation of these Rules and Regulations for any Person to state without evidence proving the allegation that any Protected Party has engaged in inappropriate conduct, misconduct, breached a duty owed to the ASSOCIATION, or engaged in illegal activity, while acting in the course and scope of their duties for the ASSOCIATION, or furthering the legitimate business of the ASSOCIATION.

(e) Discriminate on the basis of race or color, national origin, religion, sex, disability or familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18), age, marital status, gender identity or expression, sexual orientation, or any other protected classes adopted by federal, state, county or municipal ordinances from time to time.

Property Manager shall have the right to ask Person to cease their conduct and/or to ask non-residents to leave the premises as a result of conduct which serves to harass or annoy the Property Manager or Staff.

All Persons shall conduct themselves with civility when interacting with others in the Community, including, but not limited to the Property Manager and Staff.

The Board is empowered to initiate grievances, after appropriate investigation, against any Person who violates these Rules and Regulations.

The Board, on behalf of the Association, may take whatever appropriate legal action is available against any Person who fails to comply with these Rules and Regulations, including, but not limited to, levying daily fines, arbitration, presuit mediation, and litigation.

Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

The Board of Directors has the authority to interpret and implement the provisions of these Rules and make decisions and judgments arising hereunder on a case-by-case basis.