

The President of Palm Beach - A Condominium, Inc.

RENTAL APPLICATION

For an applicant to qualify for an interview with the Board of Directors, we must first receive the following:

1. Fully completed application with signatures from both the applicant and the unit owner in designated area. (Complete and/or execute all yellowed boxes.
2. Signed permission form to release a background check.
3. \$100 non-refundable application fee and \$500 refundable security deposit.
4. Copy of the lease
5. Letter of recommendation from the unit owner.

- **NOTE:** The President of Palm Beach processes the rental application for the community, we do not manage the unit for the Lessor, any questions regarding the rental of the unit, as well as lease payments are to be addressed to the Lessor.

- **The President is a no animal community. ESA/Service Animal:** Is it your intention to have an ESA/Service Animal to live with you. Yes No. If yes, additional documentation from you will be required, please contact our office. Emotional Support or Service Animals shall not be permitted on the premises, until the requesting party has provided the property documentation and an Approval from the Association has been issued. If this has not occurred, the animal will not be permitted on property.

IN THE EVENT IT IS DETERMINED THAT ANY ANIMAL IS ON THE PREMISES WITHOUT APPROVAL, TENANT SHALL BE REQUIRED TO VACATE THE PREMISES UNTIL SUCH TIME AS THE ANIMAL HAS BEEN APPROVED AND/OR THE OWNER SHALL BE FINED \$100.00 PER DAY, UP TO \$1000.00

Owner Initial: _____
Owner Initial: _____

Tenant Initial: _____
Tenant Initial: _____

- Please be sure and read the attached House Rules to ensure a good rental fit for you.

Thank you,

Board of Directors

The President of Palm Beach- A Condominium Inc.

Unit Number: _____

Unit Owner: _____

Applicant (1) Name _____ Email: _____ Phone: _____

Applicant (2) Name _____ Email: _____ Phone: _____

Above referenced Applicant(s) hereby apply to the Board of Directors of The President of Palm Beach - A Condominium, Inc. for approval to lease Unit No . _____ . Which shall commence on _____, 20 _____ , and expire on _____, 20 _____.

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The apartment will be occupied by _____ persons in addition to Applicant, all of whom constitute members of the immediate family of Applicant. The names, ages and relationships to Applicant of such additional persons are:

Name: _____ Age: _____ Relationship: _____
Name: _____ Age: _____ Relationship: _____
Name: _____ Age: _____ Relationship: _____

Applicant affirms to have received and read the House Rules including Amendments and agrees to abide by all rules and regulations now in effect or hereafter promulgated by the Board of Directors or any of its Committees. Applicant understands and specifically agrees to abide by the restrictions of the occupancy of the Apartment (number and age of occupants) and not to maintain or have any pets in the Apartment or on the Condominium premises. Applicant also understands that approval of this Application is conditioned upon full adherence of these rules.

Applicant must give the following information:

A) Employer or Business if self-employed:

Employer/Business Name: _____ Phone: _____
Address: _____
Applicant's Position: _____
Applicant's Business Address (if different from Employer address shown above)
Address: _____ Phone: _____

B) Estimated total annual income (from all sources) \$ _____

E) Three personal references (other than relatives):

(1) Name: _____ Phone: _____
Address: _____
(2) Name: _____ Phone: _____
Address: _____
(3) Name: _____ Phone: _____
Address: _____

F) Names of residents in the building known by the Applicant:

(1) Name: _____ Unit: _____
(2) Name: _____ Unit: _____
(3) Name: _____ Unit: _____

G) Memberships (Clubs, Professional Societies, etc.):

H) Do you own or rent at your present address? Own: _____ Rent: _____

How long have you lived there? _____

Name and address of present Landlord (if any):

J) The Applicant is required to submit to an interview by the Board of Directors. In order for you to comply with the provisions of the Federal Fair Credit Reporting Act, I authorize you to retain a reporting agency, which agency may obtain, furnish and use information on my credit, character, general reputation, personal characteristics or mode of living through correspondence or personal interviews

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with neighbors, friends, or associates, or others with whom I am acquainted or who may have knowledge concerning any such items of information.

All information obtained will remain confidential.

The Applicant and Owner acknowledge and agree that:

The President of Palm Beach - A Condominium, Inc. shall in no way be liable with respect to any matter concerning this Application or concerning any act of the owner of the Apartment.

The Applicant and/or Owner agree to deposit the sum of \$500 as undertaking that there will be full compliance with the rules and regulations of the Condominium Association, and no common element damages. In the event of a violation or common area damages thereof, they agree that such damages and/or fine, as allowed by law, may be imposed by the Board of Directors and the amount of any such common area damages and/or fine shall be deducted from the sum deposited.

NOTE: This Application must be signed by the Applicant and the Unit Owner, and accompanied by a check from either Applicant or Owner payable to the order of "President of Palm Beach," in the sum of \$100.00 which sum represents a non-returnable processing fee.

An Application with the Florida State Department of Revenue should be filed prior to leasing the apartment and a State Sales Tax and a Palm Beach County Tourist Tax should be paid on all rental proceeds. The Owner's Homestead Exemption for the year is forfeited if the apartment is leased.

UNDERTAKING

Forming Part of the Application for Approval of Lease of Unit: [REDACTED]

The undersigned, Owner and Applicant of Unit No [REDACTED] does hereby agree to deposit with the Palm Beach President a sum of Five Hundred Dollars (\$500.00) to cover the following: The Owner and Applicant shall be subject to a fine of \$100 per day, up to \$1,000.00 for each infraction of the House Rules by the Applicant, a member or guest of the Applicant's family. The fine shall be determined by the Board of Directors, after affording an opportunity to the Owner and/or Applicant or any person on behalf of them to be heard. The fine shall be charged against this Undertaking.

Should such violation be continued after written notice thereof has been given to the Applicant, requiring affirmative action to be taken by the Condominium, all costs incurred including such fine shall be charged against this Undertaking. In addition should Applicant, a member of Applicant's family or guest cause any damage to the physical property of the Condominium the undersigned agrees to be fully responsible therefore in the amount of the damage. Upon the termination of the lease, the deposit shall be returned to the party (tenant/owner) that submitted the deposit, without interest, less any amount owing hereunder.

Signature of Applicant (1): [REDACTED]

Print Applicant 1 Name: [REDACTED] Date: [REDACTED]

Signature of Applicant (2): [REDACTED]

Print Applicant 2 Name: [REDACTED] Date: [REDACTED]

Signature of Owner: [REDACTED]

Print Owner Name: [REDACTED] Date: [REDACTED]

MR./MRS/MS. [REDACTED] PRINT PLEASE

UNIT #: [REDACTED]

DATE: [REDACTED]

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FOR SUPERVISED & UNSUPERVISED USE OF THE GYM.

In consideration of your permitting me and my family and guests ("Authorized Gym Users") to use the gym facilities including the exercise equipment from time to time, ("the facility") provided by The President of Palm Beach ("the owner") by signing below, I agree on behalf of myself and any other authorized gym user to release and hold owner, the manager, directors, officers and employees of the owner harmless from any and all claims or loss for bodily injury and/or property damage including death and any other possible claim arising in, or related in, any manner whatsoever out of the use of the facility. Each said authorized gym users acknowledge and agree to abide by the facility rules concerning the use of the facility and care of equipment and safety procedures.

UNIT OWNER or GUEST OF: PRINT PLEASE UNIT #:

TENANT SIGN:

EMAIL ADDRESS:

HOME PHONE:

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DATE: [REDACTED]

TO WHOM IT MAY CONCERN:

I HEREBY GIVE MY PERMISSION TO RELEASE A REQUEST FOR A BACKGROUND CHECK.

**** APPLICANT 1 ****

NAME: [REDACTED]
ADDRESS: [REDACTED]
SOCIAL SECURITY #: [REDACTED]
DATE OF BIRTH: [REDACTED]

[REDACTED]
Signature – Applicant 1

**** APPLICANT 2 ****

NAME: [REDACTED]
ADDRESS: [REDACTED]
SOCIAL SECURITY #: [REDACTED]
DATE OF BIRTH: [REDACTED]

[REDACTED]
Signature – Applicant 2

THANK YOU

THE REST OF THE APPLICATION IS THE CONDOMINIUM HOUSE RULES FOR YOUR REFERENCED, PLEASE KEEP THIS SECTION OF THE APPLICATION. THANK YOU

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HOUSE RULES

- (a) 8:00 AM– 4:30 PM Monday through Friday and Saturday from 8:00 A.M. until noon only.
- (d) The building is equipped with fire alarms and two emergency pulls on each catwalk adjacent to the laundry rooms. In the event of an alarm being sounded, everyone should leave the building, except when there is a test. Elevators should not be used at that time.

16. VIOLATIONS and RESPONSIBILITY

- (a) It is the responsibility of the unit owner to observe these rules and provide purchasers and lessees with a copy. Owners are responsible for compliance by their lessees.
- (b) The Board of Directors will require a deposit of \$500 from the lessee, to cover any infraction of these rules or damage to condominium property (common areas) by a lessee, member of the lessee family, employee or guest. Lessee cannot move in before a lease has been approved by the Board Of Directors and an interview is held with the prospective lessee. Upon termination of a lease, the deposit will be returned to the issuer of the deposit (tenant and/or lessee), less any deduction for fines, expenses and cost for repairing damage.
- (c) Should a violation continue after written notice, the owner shall be liable for all costs and expenses incurred, including attorney's fees and court costs.
- (d) The owner will also be subject to a fine for each infraction, the amount to be determined by the Board of Directors after affording an opportunity to the owner and/or lessee to be heard. Fines will be \$100.00 per day until violation or infraction is corrected, up to a maximum of \$1000.00.

17. DOCK FACILITIES (SEE ALSO DOCK RULES) Unit owners who own a boat may reserve a dock space if one is available, on the following conditions:

- (a) The boat must be 100 percent owned by an owner or owners of units in the condominium. The boat/vessel must not exceed 8000 pounds gross weight and 30 feet in length.
- (b) Proof of ownership must be filed with Association identifying the pleasure craft by name and serial number. No vessel other than that identified may be docked in the reserved space without prior approval of the Association.
- (c) The dock must be kept clear of all gear and equipment including but not limited to steps and dock boxes other than the ones provided by the Palm Beach President.
- (d) A fee will be charged. The unit owner/owners is/are required to sign a Lease Agreement for Dockage. An annual non-refundable fee of \$1,200.00 will be charged. For a period of three months or less, the rate will be \$200.00 per month. A daily rate of \$50.00 per day will be charged, not to exceed \$1200.00 per year. The fee entitles the unit owner to a slip, water service and one outlet providing electric service if the need arises. There will be an additional charge of \$15.00 per month for each electrical line connected to a dock outlet(s) for air conditioning, dehumidification, refrigerators equipment and the like. All fees and charges shall be subject to all applicable taxes and will be charged to the owner.
- (e) The condominium does not accept responsibility for boats or their contents while docked at The President of Palm Beach-A-Condominium Inc. Unit owners docking boats agree to indemnify,

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defend, save and hold harmless the association and any of its respective directors, officers, agents, members, and/or anyone acting under the association's direction from and against any and all loss, damage, liability, claims, demands, or suits of any nature whatsoever arising out of or in any way connected to the use of the vessel, or the association's facilities.

- (f) There shall be no "on-board" living, or overnight sleeping on the vessel.
- (g) Boat owners shall at all times exercise care and prudence in the manner in which they use the docking facilities. The cost of any damages to the dock caused by an owner's boat shall be the responsibility of the boat owner.
- (h) A boat shall make minimum wake in the vicinity of the dock, proceeding at a speed no greater than is necessary to maintain steering and headway. Boats docking or departing should do so with minimum noise and disturbance.
- (i) No maintenance of any kind will be performed at the dock.
- (j) The discharge of a marine head or holding tank is strictly forbidden.
- (k) Children under the age of 14 are not allowed on the dock unless accompanied by an adult.
- (l) Fishing is permitted on the dock.
- (m) Noise will be kept at a minimum at all times. Shouting, loud conversations and loud music will not be permitted. The configuration of our building is such that noise is magnified and carried to all apartments.
- (n) The Board of Directors may at any time request that a person occupying dock space show evidence of ownership of the occupying vessel.
- (o) The use of docking facilities at the President is conditional and may be suspended or revoked at the discretion of the Board in the face of what it deems to be abuse of privilege.
- (p) The Board of Directors shall from time to time establish the rates for leasing of slips, and the qualifications for vessels. In addition the Board of Directors shall from time to time review and recommend to the unit owners revisions of the dock rules.

18. AMENITIES PROVIDED BY THE PRESIDENT

- (a) There is twenty-four hour coverage by doormen.
- (b) The heated swimming pool is open from 9:00 AM to dusk. (the office will provide a copy of the pool rules).
- (c) There is an easement for access to the beach, where we have beach chairs, a tar cleaner and a shower (see beach rules).
- (d) There is a dock for fishing and boats. There are fees for boat docking (see docking rules).
- (e) There are two card operated laundry rooms on each floor.
- (f) There are assigned parking spaces. Please park in your assigned space or the Guest parking.
- (g) There is a gratis car washing facility (key operated) at the north end of the building. The facility is for the washing of cars, exclusively.
- (h) The building pays for water. Because of the high cost of water and to avoid water shortages, we ask that you do not waste water and report any leaks (faucets, appliances, toilets) immediately.

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- (l) *There is a generator that comes on automatically and runs the emergency lights in the stairwells and the middle elevator. The generator does not operate the end elevators during a power failure.*
- (m) *Mail is delivered to our office once a day from approximately 12:00 to 2:00 p.m. Please wait until all mail is sorted into each owner's box before requesting your mail.*
- (n) *An exterminator will visit your apartment every month and you will be given advance notice of his visit.*
- (o) *The President staff will do minor repairs for which a fee is charged. That fee will be billed with your quarterly assessment.*
- (p) *At the rear of the Presidents Club you will find the full fitness center for your convenience.*
- (q) *The Presidents Club there has a kitchen available for private parties. Please schedule your party with the doorman in advance, prior notice must be given for permission to hold private parties with rules for cleanup, etc. Fees will be charged for the use of the kitchen facility for private parties to cover party cleanup and any damage to the premises.*

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THE PALM BEACH PRESIDENT **Rules and Regulations For Use** **Of Fitness Center**

The Fitness Center and its equipment has been provided for the benefit of all owners, their families and guests. Please treat it as you would your own. It is assumed that all owners and their guests will follow the guidelines and rules, as follows:

- 1) *Use of the Fitness Center is “**AT YOUR OWN RISK**”.*
- 2) *Please “sign in” the log book.*
- 3) ***NO SMOKING**: Smoking is prohibited in all areas of the Fitness Center.*
- 4) ***MEMBERS USE OF ‘PERSONAL TRAINERS’**: Personal trainers are welcome. They must follow the rules and regulations of the Fitness Center.*
- 5) ***ATTIRE**: At all times during use of the Fitness Center, users must be properly attired as follows:*
 - a. ***MEN**: Shirt, shorts or sweat pants and appropriate foot covering.*
 - b. ***WOMEN**: Tights and leotards, shirt, shorts or sweat pants and appropriate foot covering.****NO BARE FEET ARE PERMITTED; No bathing suits or briefs are permitted.***
- 7) *Please bring a hand towel when you use the Fitness Center to wipe perspiration off the equipment.*
- 8) ***FITNESS CENTER MAY BE CLOSED FOR MAINTENANCE***
***PURPOSES**: The facilities may be temporarily closed as long as necessary for maintenance purposes or renovations.*
- 9) *The Fitness equipment has been placed in the gym room to meet the safety requirements for use of the equipment. Please **DO NOT MOVE ANY EQUIPMENT**.*

***WORKOUT ETIQUETTE**: The Fitness Center is for the enjoyment of all the Owners and their guests. To enhance the workout experience, it is assumed that all will follow the guidelines of common etiquette, as follows:*

- 1) *During your workout, it is the policy that all must abide by a 20 minute time limitation for cardiovascular equipment when others are waiting.*
- 2) *When using any strength training equipment or machines, it is the Center’s policy to permit another to “work in” if you are doing multiple sets.*

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- 3) *After using any pieces of exercise equipment, please wipe any perspiration off any equipment pad and return weights to their proper places.*

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**The President of Palm Beach,
A Condominium Inc.**

“Dock Rules”

Approved by Board of Directors January 5, 2004

To establish a safe and inviting atmosphere for Unit Owners using “The President of Palm Beach” or “PBP” Docking Facilities, the following Rules and Regulations have been adopted:

1. Vessels Admitted to Area

Only private pleasure vessels, in good and operating condition using their own power, shall be admitted to the docking area.

2. Refuse and Garbage

No refuse or garbage shall be thrown overboard or left in the docking area. All such materials shall be deposited in receptacles supplied by PBP and placed in the docking area. Oil, spirits, inflammable liquids, fuels or oily bilges shall not be deposited in the water.

3. Supplies and other Matter

Supplies, materials, accessories or debris shall not be stored on the walkways or docks.

4. Advertising

Advertising and/or soliciting, including, but not limited to “For Sale” signs, shall not be permitted on any vessel moored in the docking area at any time.

5. Chests or Structures

Chests or structures shall not be erected or maintained on any walkway or dock. Boxes provided by PBP should be used.

6. Repairs or Maintenance

No repairs to, or maintenance of, any vessel shall be conducted in the docking area at any time.

7. President of Palm Beach Employees

No PBP employee shall be solicited by any vessel owner or agent to start or operate a vessel for which a boat slip has been leased. The PBP assumes no responsibility or liability for actions of its employees in this regard.

8. Electric Generators

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No separate or external electric generators shall be used within the docking area at any time.

9. Laundry

No laundry shall be hung on any vessel, dock or walkway at any time.

10. Pets

Pets are prohibited from the entire docking area and from vessels while moored to the docking area.

11. Swimming, Diving

Swimming, diving shall not be permitted from the docks, boat slips or from vessels when moored to the docking area.

12. Residence or Business

No person may reside on a vessel or conduct business on a vessel for which a boat slip has been leased.

13. Vessel Exterior Work

No woodwork, scraping, sanding or painting shall be permitted while a vessel is moored to the docking area.

14. Nuisances

No person shall cause a public nuisance on any vessel moored in the docking area. No engine, radio, television or musical instrument shall be operated so as to create a nuisance or disturbance.

15. Guests

- A) President of Palm Beach Unit Owners or Lessees may invite non-resident guests to use the docking area under the following conditions:*
- i. A boat slip suitable for the size of the guest's vessel must be available for such guest's visit;*
 - ii. The use shall be for no more than fourteen consecutive days in any one six month period;*
 - iii. The host shall arrange with PBP Board of Directors for permission to use the facilities;*
 - iv. The host shall pay to The President of Palm Beach a fee for the guest's use of \$50.00 per day.*
 - v. The host shall agree that, during the stay of the guest, the guest shall comply with all of the rules and regulations of PBP and shall agree that his vessel may be*

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moored at PBP docks under all of the terms and conditions of PBP dockage lease to the same effect as if the guest had executed PBP Beach Dockage lease and rules;

- vi. The host shall be responsible for all of the actions and conduct of the guest and any member of the guest's party;*
- vii. All charges incurred by the guest shall be billed to and paid for by the host.*

17. Slip assignment and leases

- A) Assignment of slips will be on a "First come first serve basis" with seniority precedent.*
- B) Slips may NOT be transferred with units. Slips are common property of the PBP.*
- C) A slip lease is terminated when a unit owner sells his unit. He will not receive a refund for the remainder of the slip lease.*
- D) Any vacated slip may be occupied by a present slip lessee. The slip will then first be given to the longest, consecutive lease holder followed by the list of applicants.*
- E) A slip may not be leased to an owner who does not own a boat. An owner leasing a slip must use the slip within a calendar year.*
- F) A slip lessee may not "sublet" or assign their slip to another resident of the PBP.*

18. Alternate Docking Arrangements

- A) Boat lifts, floating docks or other means of tying up a boat must be first reviewed by the Dock Committee and then approved by the Board of Directors.*
- B) Upon termination of a lease, the owner will be responsible for the removal of boat lifts, floating dock and any other accessory that has been installed.*

- 19. Violation of the above rules and or Lease Agreement shall automatically terminate this agreement. The Lessees will remove the vessel from the PBP dock within 10 days of termination notice.*

20. Definitions

- a) Vessel* *The vessel for which a boat slip has been leased or the vessel of an enrolled guest;*
- b) Dock or Docking Area* *The entire area in which The President of Palm Beach docks and boat slips are located;*
- c) Walkways* *The path on the docks leading to the boat slips*

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- d) Host *A President of Palm Beach Owner or Unit Lessee who desires to invite a guest to use the docking area according to the above Rules;*
- e) Guest *The Owner of a vessel for which the host has extended an invitation to use The President of Palm Beach dock area according to the above rules.*
- f) Premises *All areas owned or controlled by The President of Palm Beach.*

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