



# Boca Gardens Homeowners Association



9551 Boca Gardens Parkway ~ Boca Raton, FL 33496 - (561) 852-4403 **Phone** (561) 852-1635 **Fax**

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## **APPLICATION**

**FOR LEASE RENEWAL**



# Boca Gardens Homeowners Association



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## APPLICANT INFORMATION SHEET

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**DATE**

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**PROPERTY ADDRESS BEING APPLIED FOR**

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**APPLICANTS NAME**

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**CURRENT STREET ADDRESS**

---

**CITY, STATE, & ZIP CODE**

---

**HOME PHONE #**

---

**WORK/CELL PHONE #**

---

**E-MAIL ADDRESS**

---

**REALTOR NAME & PHONE #**

---

**EMERGENCY CONTACT NAME**

---

**EMERGENCY CONTACT PHONE #**



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## **MUST PRINT OR TYPE ALL INFORMATION ON THESE FORMS**

**\* Required Information – (If an item is not applicable write N/A) \***

\* Date: \_\_\_\_\_ Lease Term: From \_\_\_\_\_ To \_\_\_\_\_

\* Unit Owner's Name: \_\_\_\_\_

\* Unit Owner's Present Address: \_\_\_\_\_

\* Unit Owner's Telephone Phone: \_\_\_\_\_

\* Unit Owner's Alternate Telephone Phone: \_\_\_\_\_

\* Boca Gardens Address: \_\_\_\_\_ Unit: \_\_\_\_\_ Trace: \_\_\_\_\_

\* Name of Realtor handling Lease: \_\_\_\_\_

\* Name of Real Estate Agency: \_\_\_\_\_

\* Realtor's Telephone Number: \_\_\_\_\_

Other person(s) who will occupy the unit with you:

Name

Relationship/Occupation

Age

Have you ever seasonally resided in Florida Before? If yes, please state the name and address and dates of residency:

\_\_\_\_\_  
\_\_\_\_\_

If retired, please state the Company's name, address, and telephone number, and when retired:

\_\_\_\_\_  
\_\_\_\_\_

\*Have you ever been convicted or pled guilty to a crime? YES / NO

\* If YES, please state the date(s), charge(s) and disposition(s):

\_\_\_\_\_  
\_\_\_\_\_



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## LEASE ADDENDUM

This Addendum is made to that Lease between \_\_\_\_\_, as Landlord, and \_\_\_\_\_, as Tenant, and dated for the following premises:

\_\_\_\_\_.

The following provision is added to the Lease:

Upon any default by Tenant, Landlord may without notice declare all rent for the remaining term accelerated and immediately due and payable.

I hereby agree that if my security deposit is not claimed by me within one year after the termination of my lease, it will revert back to the Association permanently.

IN WITNESS WHEREOF, this Addendum has been signed on the day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Landlord (Print)

\_\_\_\_\_  
Landlord (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord (Print)

\_\_\_\_\_  
Landlord (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant (Print)

\_\_\_\_\_  
Tenant (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant (Print)

\_\_\_\_\_  
Tenant (Signature)

\_\_\_\_\_  
Date



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## ADDENDUM TO LEASE

### UNIT OWNERS' CONSENT TO ASSIGNMENT OF RENTS TO BOCA GARDENS HOMEOWNERS' ASSOCIATION, INC. AND AGREEMENT TO DELIVER RULES AND REGULATIONS TO TENANTS.

The undersigned, \_\_\_\_\_, as owner(s) of the property described as unit \_\_\_\_\_ of Boca Gardens and whose property address is: \_\_\_\_\_, Boca Raton, FL 33496 and whose mailing address is: \_\_\_\_\_, and the undersigned tenant(s), \_\_\_\_\_ agrees as follows:

1. That said unit owner agrees to continue making payments directly to the Homeowners' Association assessments when due.
2. That in the event that said owner does not pay any one (1) monthly assessment by the 15<sup>th</sup> day of any such month, the Boca Gardens Homeowners Association, Inc., (hereinafter referred to as "BGHOA") shall have the right to require that the tenant pay the monthly assessment along with any additional amounts then owed to the Association, including but not limited to delinquent assessments, attorney's fees, costs from enforcement of this addendum and fines directly to BGHOA and to then pay the remainder of the monthly rent to the landlord.
3. The BGHOA shall send written notice to both the unit owner and the tenant of the imposition of this requirement, dated no later than the 10<sup>th</sup> day of the month proceeding the month when the assessment to be paid by the tenant.
4. The unit owner hereby assigns that portion of the rents which equals the total amount. Including any delinquent assessments, special assessments, attorney's fees and court costs, due and payable to the BGHOA, upon the Association giving notice as described above of the delinquency and imposition of the requirement that the tenant pay the monthly assessment to the BGHOA.
5. The unit owner also agrees that he/she/they will not consider the tenant delinquent in their rental payment, nor commence eviction proceedings against the tenant, in the event that the tenant pays the monthly assessments to the BGHOA and deducts the same from the tenant's rental payment to the unit owner.
6. The unit owner agrees to deliver a copy of the Declaration of Covenants, Condition and Restrictions, Articles of Incorporation, By-Laws (including amendments thereto), and the current Rules and Regulation to the tenant within three (3) days of this agreement and tenant agrees to review and be bound by same.
7. In the event that the unit owner does not have a copy of the foregoing Homeowners' documents, the BGHOA will provide the unit owner with a substitute copy for a fee of \$50.00. That does not include the copies of the current Rules and Regulations, which will be furnished to the unit owner without cost.
8. After the account balance is current, the tenant shall continue to deduct the current monthly assessment from the rent and pay it directly to BGHOA, unless otherwise notified in writing by BGHOA.
9. In the event it becomes necessary to bring legal action to enforce this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and incurred by BGHOA shall be included in the amount paid by the tenant to BGHOA under this Addendum.

### **THIS AGREEMENT SHALL BIND ALL PARTIES THERETO.**

**Unit Owner (Print):** \_\_\_\_\_ **Unit Owner (Signature)/Date:** \_\_\_\_\_

**Unit Owner (Print):** \_\_\_\_\_ **Unit Owner (Signature)/Date:** \_\_\_\_\_

**Tenant (Print):** \_\_\_\_\_ **Tenant (Signature)/Date:** \_\_\_\_\_

**Tenant (Print):** \_\_\_\_\_ **Tenant (Signature)/Date:** \_\_\_\_\_

Countersigned: BOCA GARDENS HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
OFFICER'S SIGNATURE & TITLE



# Boca Gardens Homeowners Association



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## RESIDENTIAL LEASE

### AGREEMENT TO LEASE

Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between \_\_\_\_\_  
having an office or residing at the following address, \_\_\_\_\_  
herein referred to as Lessor, and \_\_\_\_\_, herein referred to as Lessee. Lessor  
leases to Lessee, the premises situated at \_\_\_\_\_  
in the County of Palm Beach, State of Florida, together with all appurtenances, for a term of one (1) year, to commence on  
\_\_\_\_\_, 20\_\_\_\_, and end on \_\_\_\_\_, 20\_\_\_\_.

#### RENT AND LATE CHARGES

1. Lessee agrees to pay the rent, without demand or deduction, as follows:  
\$\_\_\_\_\_ on the 1<sup>st</sup> day of \_\_\_\_\_, 20\_\_\_\_, and a similar sum payable in advance  
on the first day of each month thereafter during the term, together with any applicable sales  
and user taxes levied upon the use and occupancy of the Premises. At the address of Lessor  
set forth above or such other place as Lessor may designate, except that Lessee shall pay the  
first monthly installment on the signing hereof. If the monthly payment of rent is not  
received by Lessor within \_\_\_\_\_ day(s) from the date it is due, a "late charge" of  
\$\_\_\_\_\_ ( \_\_\_\_\_ %) percent of such payment shall be due Lessor as additional rent.

#### SECURITY DEPOSIT

2. Lessee has delivered to Lessor the sum of \$\_\_\_\_\_ as security for the full and faithful  
performance by Lessee of the terms hereof, to be returned to Lessee, without interest, after  
Lessee has vacated the Premises and upon the full performance of the provisions of the  
lease. Lessee shall not use the security deposit as rent. In addition the Lessee shall place a  
Security deposit of \$\_\_\_\_\_, equal to one (1) month rent or \$1,000.00 (whichever is  
more) with the Boca Gardens Homeowners Association.

#### USE OF THE PREMISES

3. The premises shall be used and occupied by Lessee exclusively as a private single family  
residence, and neither the premises nor any part thereof shall be used at any time during the  
term of this lease by Lessee for the purpose of carrying on any business, profession, or trade  
of any kind, or for any purpose other than as a private single family residence. Lessee shall  
comply with all the sanitary laws, ordinances, rules and regulations and orders of appropriate  
governmental authorities and the Homeowners Association, affecting the cleanliness,  
occupancy, use and preservation of the premises and common areas of Boca Gardens during  
the term of this Lease.

#### NUMBER OF OCCUPANT / SUBLET

4. Lessee shall not assign the Lease, or sublet the premises or any part thereof, or permit the  
premises or any part thereof to be used or occupied by anyone other than the Lessee or  
members of Lessee's immediate family. Any breach of this provision of the Lease, shall at  
the Lessors of Boca Gardens Homeowner Association, Inc., option, terminate this Lease.  
The Lessee agrees that the Premises shall be occupied by no more than two (2) per bedroom,  
consisting of \_\_\_\_\_ adults and \_\_\_\_\_ children under the age of 18 years.

**Applicant(s) Initials:** \_\_\_\_\_

**CONDITION**

5. Lessee stipulates that he has examined the premises, and that it is, at the time of this lease, in good order, repair, and in a safe, clean and livable condition. The taking of possession of the premises by Lessee shall be conclusive evidence that the premises were in good and satisfactory condition at the time such possession was taken.

**DELAY IN DELIVERY**

6. If Lessee is unable to give possession of the premises on the commencement of the term, because the occupant refuses to give up possession, or for any other reason, Lessor shall not be liable abated until Lessor tenders possession on said date, but the rent payable hereunder shall be until Lessor tenders possession to Lessee. The termination date of the Lease shall not be extended.

**ALTERATIONS**

7. Lessee shall not make any alterations to the premises or make other improvements on the premises without the prior written consent of the Lessor. Likewise, Lessee shall not make any improvements, alterations, changes or any other modifications to the exterior of the premises, the common areas of the Association or any load bearing wall on the premises without written consent of the Lessor and the Association. All alterations, changes and improvements built, constructed or placed on the premises by Lessee, with the exception of fixtures removable without damages to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the premises at the expiration or sooner termination of this Lease.

**REPAIRS**

8. Lessee shall take good care of the premises and the Lessor appliances and furnishings therein and shall maintain them in good order and condition, ordinary wear-and-tear excepted. Lessor may repair, at the expense of Lessee, all damage or injury to the premises resulting from the misuse or negligence of Lessee, a member of Lessee's family, or other person on the premises with Lessee's consent. The cost of such repairs shall be paid by Lessee to Lessor as additional rent within five (5) days of inconvenience or annoyance arising from the making of any repairs, alterations, additions or improvements to the premises or any portion of the premises.

**DAMAGES TO PREMISES**

9. If the premises, or any part thereof, shall be partially damaged by fire or other causality not due to Lessee's negligence or willful act or that of his family, agent or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the leased premises may have been unlivable; but if the leased premises should be damaged other than by Lessee's negligence or willful act of his family, agent or visitor to the extent the Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

**DANGEROUS MATERIALS**

10. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous.

**UTILITIES**

11. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that garbage and trash collection shall be provided by Lessor.

**RIGHT TO INSPECT**

12. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the premises for the purpose of inspecting the premises, as provided in Section 83.53 of Florida Statutes.

**Applicant(s) Initials:** \_\_\_\_\_

**MAINTAIN AND REPAIR**

13. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and the term of this lease and renewal thereof. In particular, Lessee shall keep the fixture in the leased premises in good order and repair and, at his sole expense shall make all required repairs to the plumbing, range, apparatus and electric fixtures, whenever damage thereto shall have resulted from Lessee's misuse, waste or neglect or that of his family, agent or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his family, agent or visitor shall be responsible of Lessor or his assigns. Lessee agrees that no signs shall be placed or interior painting done on or about the leased premises by Lessee or at his direction, without the prior written consent of Lessor. Any repairs or planting that concerns the exterior of the premises or any placement of a sign that is visible from the common areas of Boca Gardens Homeowners Association, Inc., must be approved by the Lessor and the Association in writing.

**ANIMALS**

14. Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor. Any violation by Lessee of this provision shall be deemed a breach of a material provision of the Lease and Lessor may elect to terminate this Lease based upon such violation.

**SUBORDINATION OF LEASE**

15. This lease and Lessee's leasehold interest hereunder are and shall by subject subordinate, and inferior to any liens or encumbrances now or hereafter placed on the premises by Lessor, or other entities, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances and any and all renewals or extensions of such liens or encumbrances.

**HOLDOVER BY LESSEE**

16. Should Lessee remain in possession of the premises, or any part thereof, after the expiration of the Lease, Lessor may recover double the amount of the rent due for each day Lessee holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent for the last month of the Lease by fifteen (15).

**END OF TERM**

17. At the expiration of the lease term, Lessee shall quit and surrender the premises in as good state and condition as they were at the commencement of this lease. Reasonable use and wear thereof and damages by the elements excepted, and Lessee shall remove all of Lessee's property. All property, installation and additions required to be removed by Lessee at the end of the term which remains in the premises after Lessee has vacated shall be considered abandoned by Lessee and, at the time option of Lessor, may either be retained as Lessor's property or may be removed by Lessor at Lessee's expense.

**DEFAULT**

18. If any default is made in the payment of rent, or any part thereof, at the times herein before specified, or if any default is made in the performance of, or compliance with, any other term or condition hereof, the Lessee at the option of Lessor, shall terminate and forfeited, and Lessor may re-enter the premises and remove all person therefrom. Lessee shall be given written notice of any default or breach, and termination and default or breach or has taken action reasonably likely to affect such correction within a reasonable time.

**Applicant(s) Initials:** \_\_\_\_\_



**ABANDONMENT**

19. If at any time during the term of this Lease Lessee abandons the premises or any part thereof, Lessee may at his option, enter premises by any means without being liable for any prosecution thereof, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**BINDING**

20. The covenants and conditions herein contained shall apply to and bind the heirs, legal representative, and assigns of the parties hereto, and all covenants are to be constructed as conditioning of this lease.

**NO WAIVER**

21. The failure of Lessor or Lessee to take any action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of similar nature from being a violation of the Lease. No act of Lease agreement to accept surrender of the premises from Lessee shall be valid unless in writing and signed by Lessor.

**QUIET**

22. Lessor agrees that upon Lessee's payment of rent and the performance of all the terms, covenants and conditions of the Lessee may peaceably and quietly enjoy the premises.

**LESSEE SHALL /  
SHALL NOT**

23. Lessee shall be responsible, to the extent not covered by Lessor's insurance, for all conditions created or caused by the negligent or wrongful act or omissions of Lessee, a member of his/her family, or other person on the premises with Lessee's consent.

a. Lessee, at all times during the term, **SHALL**:

1. Keep the premises clean and sanitary, remove all garbage, in a clean and sanitary manner, and keep the plumbing fixture clean and sanitary and in repair.
2. Use and operate in a reasonable manner, all electrical, plumbing, sanitary, cooking, ventilating, air conditioning and other such facilities, appliances and equipment.
3. Conduct himself/herself, and require persons on the premises with Lessee's consent to conduct themselves, in a manner that does not unreasonably disturb Lessee's neighbors or constitute a breach of the peace.

b. Lessee, at all times during the term, **SHALL NOT**:

1. Destroy, deface, damage or remove any part of the premises or property therein belonging to Lessor, or permit any other person to do so.
2. Commit waste on the premises, or maintain or permit to be maintained a nuisance thereon.
3. Park any vehicle in areas not authorized in writing.
4. Make any changes, alterations or improvements in or to the premises without Lessor's written consent.
5. Place or keep any water-filled furniture in this premises, except as may be permitted by law.

**SERVICE**

24. Interruption or failure of any service required to be furnished to Lessee by Lessor if due to causes beyond Lessor's control, shall not entitle Lessee to any allowance or reduction of rent.

**Applicant(s) Initials:** \_\_\_\_\_

**FEES AND EXPENSES**

25. If Lessee shall default in the performance of any provision of the Lease on Lessee's part to be performed, or if Lessor's is required to take any action to enforce Lease, or to defend the validity of or interpret the Lease, then the Lessor shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorney's fees and expenses shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor within five (5) days of rendition of a bill to Lessee concerning such costs and expenses.

**NO ORAL TERMS**

26. The agreements contained in the Lease set forth the entire understanding of the parties, shall be binding upon, and shall inure to the benefit of, the respective heirs, successor, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally.

**FURNISHED (Otherwise Omit)**

27. The premises are rented furnished. Lessee acknowledges that all furnishings contained in the premises as of the date hereof are in good order and condition, and that Lessee shall maintain them in such condition, and shall be responsible for all damages thereto. Should Lessee discover any damage or defects to the premises or furnishings, Lessee shall, within twenty-four (24) hours of occupancy of the premises deliver to Lessor a written notice thereof. Any inventory of the contents of the premises is annexed hereto and made as a part of the Lease.

**HOMEOWNERS RULES AND REGULATIONS**

28. Lessee acknowledges receipt of a copy of the Governing Documents and Rules and Regulations governing use and occupancy of Boca Gardens Homeowners Association Units, the recreational facilities and the Association common elements. Lessor and Lessee acknowledge that the Association shall have the right to terminate this lease, and subsequently evict the Lessee, upon default in observing any of the provisions of this lease, local/state laws, Governing Documents of Boca Gardens, or applicable Rules and Regulations of the Association, and agrees to faithfully observe and comply with the Association's Governing Documents, Rules and Regulations, including any amendments and Modifications thereto, and reasonable Rules and Regulation as may be established in the Future. THIS LEASE, ANY SUBSEQUENT RENEWALS, MODIFICATIONS, OR EXTENSIONS THEREOF, AND THE RENTAL OR THE PREMISES ARE SUBJECT TO THE APPROVAL OF THE BGHOA. THE ASSOCIATION, IN REFUSING TO RENEW OR EXTEND ANY SUBSEQUENT LEASE WITH THE SIGNER LESSEE, NEED NOT SHOW CAUSE NOR WILL IT UNREASONABLY WITHHOLD APPROVAL. THE PREMISES SHALL NOT BE OCCUPIED UNTIL SUCH APPROVAL IS GIVEN.

LESSOR AND LESSEE AGREE THAT ANY VIOLATION OF ANY STATE/LOCAL ORDINANCE, A BREACH OF THIS LEASE, OR A VIOLATION OF THE ASSOCIATION GOVERNING DOCUMENTS OR THE RULES OR REGULATIONS OF BGHOA SHALL, AT THE LESSOR'S OR BGHOA OPTION TERMINATES THIS LEASE. IF BGHOA HAS TO RETAIN LEGAL COUNSEL TO ENFORCE THE TERMS OF THIS LEASE, ITS GOVERNING DOCUMENTS, RULES AND REGULATIONS, AND ANY APPLICABLE STATE/LOCAL ORDINANCES OR OTHERWISE TAKEN ACTION TO HAVE THE LESSEE EVICTED, LESSOR AND/OR LESSEE SHALL BE RESPONSIBLE FOR BGHOA REASONABLE ATTORNEY'S FEES AND COSTS.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

\_\_\_\_\_  
Lessor (Print)

\_\_\_\_\_  
Lessee (Print)

\_\_\_\_\_  
Lessor (Signature)

\_\_\_\_\_  
Lessee (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Please complete and return with your application to:**  
(Please be advised that applications will not be accepted via fax or e-mail)

**Boca Gardens Homeowners Association, Inc.**  
**Attn: Karie Husted**  
**9551 Boca Gardens Parkway**  
**Boca Raton, Florida 33496**