



APPLICATION FOR LEASE

WELCOME



**THE APPLICATION PROCESS MAY
TAKE UP TO 20 DAYS FROM RECEIPT OF ALL
INFORMATION REQUESTED**



Boca Gardens Homeowners Association



9551 Boca Gardens Parkway ~ Boca Raton, FL 33496 - (561) 852-4403 **Phone** (561) 852-1635 **Fax**
Email: bghoa9551@gmail.com

Fill out all forms **COMPLETELY** and return with the following:

- All the Original Application for Lease Forms – with all required signatures executed by the applicant(s)
- Original Lease Agreement between landlord and tenant – with all required signatures executed by the applicant(s)
- Application for Occupancy Approval – with all required signatures executed by the applicant(s)
- Authorization to Release Information – with all required signatures executed by the applicant(s)
- Boca Gardens HOA Addendum to Lease – Signed and executed by the applicant(s) **and** the Unit Owner
- Cashier’s Check or Money Order for **Non-refundable** Application Processing fee of **\$250.00 /person** made payable to Boca Gardens Homeowners Association, Inc.
(Husband/Wife and Parent/Dependent Child are considered ONE (1) applicant)
(Should the married couple have different last names, a marriage certificate must be provided)
- Cashier’s Check or Money Order for Common Area Damage Security Deposit equal to ONE (1) month of rent or made payable to Boca Gardens Homeowners Association, Inc.
- Copy of Driver’s License(s) for **ALL** applicants & Licensed Drivers
- Photo of Pet(s), Veterinary Health Certification(s) and License(s) for any/all pets
- Certified, Translated International Interpol is required for all potential **International Occupants** including **Canadian Applicants**. An additional charge is required for all **Canadian & International Occupants**. Please contact Boca Gardens Management Office for pricing. All funds must be submitted in **certified form** as a Cashier’s Check or Money Order. **NO** personal checks or business checks.
Be aware that **Canadian & International Applicants WILL REQUIRE** an **ADDITIONAL** fifteen (15) business days, minimum, to the standard processing time frame.

Mail or Hand Deliver COMPLETED Application and Forms to the following mailing address:

Boca Gardens Homeowners Association, Inc.
9551 Boca Gardens Parkway
Boca Raton, FL 33496

NOTE: Additional information may be requested at the discretion of the Boca Gardens HOA, Inc.

If you have any questions, please contact Management office bghoa9551@gmail.com or at 561-852-4403.

TENANTS CANNOT OCCUPY THE UNIT PRIOR TO OFFICIAL WRITTEN APPROVAL from Boca Gardens Homeowners Association.

ANY INCOMPLETE APPLICATIONS CAN DELAY THE PROCESS OF REVIEW. FULL REVIEW OF THE APPLICATION MAY TAKE UP TO TWENTY (20) DAYS.



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1. This application, the application for occupancy and the authorization form must be complete in detail by the applicant(s). Husband/wife or parent/dependent child are considered one (1) applicant. Children, eighteen (18) years or older living in the unit living with their parents must submit a separate application and application fee. Only forms provided by the Association (no copies or facsimiles, etc.) will be accepted for the application process. All others will be rejected, and the application will not be processed.
2. If any question is not answered or left blank, this application will not be processed.
3. Submit the complete application package to the Boca Gardens Association, Inc., at least thirty (30) days prior to the desired date of occupancy (lease date).
4. Upon receipt of a complete application package the information will be given to Renters Reference of Florida, Inc.
5. The Rental Screening committee will review the complete application package and a recommendation of approval or non-qualification of this application will be made to the Board of Directors. The Board of Directors will notify the applicant(s) of approval or non-qualification of this application
6. Written **FINAL APPROVAL** of the Lease by the Board of Directors will be within twenty (20) days after the Receipt of completed application. Occupancy by the renters prior to final approval of the Lease by the Board of Directors is specifically prohibited and will subject the occupant(s) to immediate removal. **All legal costs or costs** for the removal of such occupants will be at the expense of the unit owner.
7. A Lease may not made for less than twelve (12) month period during any twelve (12) month period and a unit may not be rented more than once (1) during a twelve (12) month consecutive period.
8. An approved Lease may not be modified, amended, extended or assigned nor may the unit be sublet without the express approval of the Board of Directors. The signor(s) of the Lease shall be only individual(s) who may occupy the premises, except as provided in Paragraph 3 and 6 of the Lease. Any violation of this provision shall be considered as a violation if these regulations and may result in termination of the lease and eviction.
9. Renewals, extensions, or multi-year leases are subject to annual re-approval by the Board of Directors. Every lease must have a termination date.
10. Receipt of the **non-refundable** application fee of **\$250.00** per applicant, the Common Area Security Deposit equal to one (1) month's rent, or the signed Boca Gardens Homeowners Association, Inc., Rental Lease does not in any way constitutes approval of the lease.
11. The Common Area Security Deposit will be refunded without interest, minus any damage to the common properties caused by the occupants, their guest or visitors, within fifteen (15) day of vacating the premises **and receipt of sign-off by the homeowner who entered into the lease. The \$250 Application Fee is Non-Refundable.**
12. It is the responsibility of the unit owner and the tenant(s) to keep updated and remain in compliance with all Rules and Regulations of the Association, which may be changed by the Board of Directors during the term of the lease.
13. Posting of signs on common property, or the **window of unit** is specifically prohibited.



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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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REGULATIONS FOR THE RENTAL OF UNIT

1. A unit may not enter into a rental agreement unless all financial obligations to the Association are current.
2. If the unit owner fails to keep all financial obligations to the Association current, the Association has the right to collect monthly assessment of rent from the tenant, in accordance with the unit owners' consent to assignment of rents to Boca Gardens Homeowners Association, Inc., and agreement to deliver Homeowners Documents to tenants.
3. Unit owners are required to follow the Rental Screening procedures. If any of the procedures are by-passed, the unit owner can be fined a maximum of \$1,000.00. All legal proceeding will be at the expense of the unit owner.
4. Use of the unit is for single-family residence only. Two (2) or more unrelated adults do not qualify as a single family. No Corporation, Company, Partnership and/or Trust may lease a unit.
5. Pets are allowed at the discretion of the unit owner. **Number and type of pet must be listed on application. Photo, Vet Certificate and License MUST be included in the application.**
6. Only forms provided by the Association shall be acceptable for the application process. All others will be rejected, and the application will not be processed. If there are more than one (1) adult applicants, both must complete and sign all forms. Each applicant must submit the application fee. Husband/wife or parent/dependent child are considered one (1) applicant. Children eighteen (18) years or older living in the unit with their parents must submit a separate application and application fee.
7. I hereby agree for myself and on behalf of all persons who may use the unit which I seek to Lease:
 - a) I will abide by all of the restrictions contained in the By-Laws, Rules & Regulations and restrictions, which are, or may in the future, be imposed by Boca Gardens Homeowners Association, Inc.
 - b) I understand that any violation of the terms, Provision, condition and covenants of the Boca Gardens Homeowners Association, Inc., Documents provides cause for immediate action as therein provided or termination of the leasehold under appropriate circumstances.
 - c) I understand that an approved lease may not be modified, amended, extended or assigned. No unit may sublet. Month-to-Month extensions are not allowed.
 - d) I understand the renewals; extensions or multi-year leases are subject to annual re-approval by the Board of Directors. Every lease must have a termination date.
 - e) I understand that use of the unit is for single-family residence only two (2) or more unrelated adults do not qualify as a single family). No Corporation, Company, Partnership and/or Trust may lease a unit.
 - f) I understand that a lease may not be made for less than a twelve (12) month period during any twelve (12) month period and a unit may not be rented more than once (1) during a twelve (12) month consecutive period.
 - g) I understand that in the absence of the renters no one may occupy the unit.
 - h) I understand that the **non-refundable** application fee of \$250.00 per applicant and the Common Area Damage Security Deposit equal to one (1) month's rent, the signed Boca Gardens Homeowners Association, Inc., Rental Lease does not in any way constitutes approval of the lease by the. Boca Gardens Homeowners Association, Inc.
 - i) I understand that receipt of the Common Area Damage Security Deposit will be kept in a non-interest-bearing account and within fifteen (15) days after the expiration date of the lease I may request in writing the refund of this deposit. I understand that any damage common Area Property caused by us, our children, our guest, visitors will be deducted from the Common Area Security Deposit.
 - j) I understand that if the unit owner fails to keep all financial obligations the Association current, the Association has the right to collect fees from the tenant(s).
 - k) I understand that pets are allowed at the discretion of the unit owner.



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- 8. I understand that the acceptance for lease at Boca Gardens is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of information on these forms will result in the automatic disqualification of my application.
- 9. I understand that the Board of Directors of Boca Gardens will cause to be instituted an investigation of my background as the board may deem necessary. Accordingly, I specifically authorize the Board of Directors, Officers and Management of Boca Gardens itself shall be harmless from any action or claim by me in connection with the use of the use of the information contained herein or any investigation conducted by the Board of Directors.

IN MAKING THE FOREGOING APPLICATION, I AM AWARE THAT THE DECISION OF THE BOCA GARDENS HOMEOWNERS ASSOCIATION, INC., WILL BE FINAL AND NO REASON WILL BE GIVEN FOR ANY ACTION TAKEN BY THE BOARD OF DIRECTORS. I AGREE TO BE GOVERNED BY THE DETERMINATION OF THE BOARD OF DIRECTORS.

ALL APPLICANTS MUST SIGN THIS FORM

Tenant (Print)

Tenant (Signature) **Date**

Tenant (Print)

Tenant (Signature) **Date**



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FCRA NOTICE – BACKGROUND INVESTIGATION

In connection with your rental application with _____

(the “Landlord/Property Manager”), this notice is intended to inform you that an investigative consumer report will be obtained on you from a consumer reporting agency for tenancy or rental purposes. These purposes may include for acceptance or retention. The report may contain information about your character, general reputation, personal characteristics and mode of living, which may be based on personal interviews with sources such as your neighbors, friends or associates. The report may also contain information about you relating to your criminal information or history, credit history, driving and/or motor vehicle records, verification of your education or employment history, or other background checks.

You have the right, upon written request made within a reasonable time after the receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report to the

Landlord/Property Manager and our background screening provider, National Crime Search, LLC, 3452 E. Joyce Blvd., Fayetteville, AR 72703 (888-527-3282). For information about National Crime Search, LLC’s privacy practices, see www.nationalcrimesearch.com.



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AUTHORIZATION FOR BACKGROUND INVESTIGATION

By signing below, you authorize the obtaining of investigative consumer reports by the Landlord/Property Manager at any time after receipt of this authorization. To this end, you authorize any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested about you by National Crime Search, LLC and/or the Landlord/Property Manager.

You understand that the scope of your authorization is not limited to the present and, if you are accepted, will continue throughout the course of your residency and allow the Landlord/Property Manager to conduct future screenings for retention, as permitted by law and unless revoked by you in writing.

Print Full Legal Name:	
Other or Former Names (please print):	
Date of Birth*:	
Social Security Number*:	
Address:	
City:	
County:	
Zip Code:	
Driver's License number:	
State License issued:	
Name on License (if different than legal name):	
Email Address:	
Phone Number:	
Signature & Date:	

* This information will be used solely for background screening purposes only and will be **redacted** upon completion of the background check to ensure security and privacy of applicant information.



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You understand that the scope of your authorization is not limited to the present and, if you are accepted, will continue throughout the course of your residency and allow the Landlord/Property Manager to conduct future screenings for retention, as permitted by law and unless revoked by you in writing.

Print Full Legal Name:	
Other or Former Names (please print):	
Date of Birth*:	
Social Security Number*:	
Address:	
City:	
County:	
Zip Code:	
Driver's License number:	
State License issued:	
Name on License (if different than legal name):	
Email Address:	
Phone Number:	
Signature & Date:	

* This information will be used solely for background screening purposes only and will be **redacted** upon completion of the background check to ensure security and privacy of applicant information.



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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 15th 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 10th 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 or \$25.00 per page whichever is less. 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:** _____

Tenant (Print): _____ **Tenant (Signature)/Date:** _____

Countersigned: BOCA GARDENS HOMEOWNERS ASSOCIATION, INC.

By: _____

Date: _____

Applicant(s) Initials: _____



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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 1st 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.

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.



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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 another 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.

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



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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 leases 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 by 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.

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



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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.

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



Boca Gardens Homeowners Association



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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)

Date

Lessor (Signature)

Lessee (Signature)

Date



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DECLARATION ON LEASE APPROVALS

The applicant fails to qualify for occupancy of the Lot because the use or occupancy of the Lot by the applicant, as discovered in the screening process or Association’s investigation, will violate the restrictions on use, occupancy or ownership set forth in the Association’s Governing Documents; or

The person seeking approval (which shall include all proposed occupants) has been convicted, found guilty, or pled guilty of a felony in this state or would be considered a felony in this state, involving theft or violence to persons or property; or has been convicted of the manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C.); or is a registered sexual offender or sexual predator under Florida Law. In the event the conviction or convictions is/are more than five (5) years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature and number of convictions, and such other circumstances as the Association is required to take into consideration pursuant to applicable law to be in compliance with state and federal fair housing laws; provided, however, that the maximum period of time the Board will consider a felony conviction under this paragraph as ground for denial of a proposed transfer shall be ten (10) years from the date of the person’s application unless the person is a registered sex offender or sexual predator as of the date of the underlying felony conviction requiring such registration, or was convicted of a felony for manufacture, or in a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), in which case there shall be no time limit. For purposes of this paragraph, “conviction” shall mean the result of a criminal trial or legal proceeding (including a plea), which results in a judgment or sentence that the individual is guilty of committing a felony under any state’s or foreign jurisdiction’s penal laws; or

The applicant takes possession of the Lot prior to approval by the Association as provided for herein; or

The Lot Owner has a history of leasing his/her Lot to troublesome lessees and/or has a history of refusing to control or accept responsibility for the occupancy of his Lot; or

The real estate company or agent handling the leasing transaction on behalf of the Lot Owner has a history failing to adequately screen lease applications resulting in tenants taking occupancy of the Lot who violate the Governing Documents; or

The person seeking approval has a history of conduct which evidences the disregard for the rights and property of others, including during a previous lease of same Residence or another Residence in Boca Gardens; or

The person seeking approval, during a previous occupancy of a Residence, violated the Governing Documents; or

The person seeking approval failed to provide any requested or required information, fees, deposit(s) or appearance deemed necessary to perform an interview in order to process the application in a timely manner; fails to sign the uniform lease or lease addendum, if required by the Association, or otherwise fails to comply with this Section; or makes a material misrepresentation on any of his application forms; or

The Lot Owner and tenant(s) seeking approval has not provided proof of insurance; or



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The Lot Owner is delinquent in the payment of any monetary obligation to the Association imposed pursuant to the Governing Documents or applicable law; or the Lot Owner is in violation of any provision of

the Governing Documents which remain uncured at the time the Association is required to approve or disapprove the application; provided however, the Association may grant approval of the proposed lease subject to payment in full of all outstanding amounts, or correction of any outstanding violation(s), as the case may be, as a condition of the approval;

Signature: _____

Date: _____

Signature: _____

Date: _____



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PARKING DECAL FORM

In accordance with the Boca Gardens Rules and Regulations, Section 2(i), all resident vehicles must be registered with the Association and display an assigned parking decal.

The following must be provided:

1. A list of all vehicles owned by the applicant and family members who will occupy the unit. (See below)
2. A copy of the registration certificate for each vehicle listed.

Resident Name(s): _____

Address: _____

List of Vehicle(s):

	VEHICLE #1	VEHICLE #2
MAKE		
MODEL		
YEAR		
COLOR		
TAG #		
DECAL #		
VEHICLE REG PROVIDED YES/NO		

Note: More than two (2) vehicles will require special decals. List any such vehicles separately.



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APPLICANT INFORMATION SHEET

DATE

PROPERTY ADDRESS BEING APPLIED FOR

APPLICANTS NAME

CURRENT STREET ADDRESS

CITY, STATE, AND ZIP CODE

HOME PHONE NUMBER

WORK / CELL PHONE NUMBER

E-MAIL ADDRESS

REALTOR NAME AND PHONE NUMBER

EMERGENCY CONTACT NAME

EMERGENCY CONTACT PHONE NUMBER

VEHICLE DESCRIPTION & TAG NUMBER

VEHICLE #1 _____ **TAG #** _____

VEHICLE #2 _____ **TAG #** _____

VEHICLE #3 _____ **TAG #** _____