

# Jensen Beach Country Club Association

## LEASE APPROVAL AGREEMENT

This Lease Approval Agreement ("**Agreement**") is by and between Jensen Beach Country Club Homeowners Association ("**Association**") and \_\_\_\_\_ ("**Homeowner**") and \_\_\_\_\_ ("**Tenant**"). Tenant wishes to lease, unit at \_\_\_\_\_ ("**Address**") for the term commencing on the \_\_\_ day of \_\_\_\_\_, 20\_\_ and ending on the \_\_\_ day of \_\_\_\_\_ 20\_\_ and to be occupied by \_\_\_ persons only, and to assign to such Tenant the right to use the Common Area and Association Property and Association has agreed to allow Tenant the right to use the Common Area and Association Property, subject to the terms and conditions of this Lease. No unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term.

Now therefore, for valuable consideration, Tenant and Owner and Association agree as follows:

**DEFINED TERMS** – Except as the context otherwise requires, all defined terms shall have the meaning set forth in the Declaration of Covenants, of Jensen Beach Country Club Homeowners Association and all amendments thereto ("**Declaration**").

**POSSESSION AND MEMBERSHIP PRIVILEGES** – Subject to the terms of this Agreement, the Owner shall be entitled to transfer membership privileges, with the exception of Owner's voting rights to Tenant and permit Tenant to use the Common Areas and Association Property during the term of the tenant's lease of property. As a result, Homeowner and Homeowner's family, friends, employees, and invitees give up their rights to use the Common Areas and Association Property during the term of the Lease, except in connection with the exercise of rights as property owner under the Lease to inspect the property.

**OWNER** represents that it has leased his or her property (but not a portion thereof and has concurrently, with the execution of this Agreement, delivered a true and correct copy of the Lease to the Association.)

**LEASE** – This agreement shall become a part of the lease agreement ("**Lease**") between Homeowner and Tenant as well as all subsequent lease agreements between Homeowner and Tenant of this or any other Unit in the Association.

**TENANT** understands that the Unit is subject to the Declaration, By laws, (collectively "**Governing Documents**"). Tenant agrees to be bound by the Governing Documents of the Association.

**FAILURE TO ABIDE BY GOVERNING DOCUMENTS** – Tenant understands and agrees that failure to abide by the Governing Documents will constitute default ("**Default**") under the Lease. In addition to any rights Owner may have against Tenant, Tenant understands, that pursuant to the CC&R's, Homeowner has assigned to the Association Homeowner's right in the event of Default: (i) to suspend Tenant's privileges to use the Association's recreational facilities, (ii) to suspend non-essential services, (iii) to assess monetary penalties against the Tenant, and (iv) to evict Tenant from the Unit.

**ASSIGNMENT OF RENTS** – Tenant and Homeowner understand and agree that according to Florida Statute 720.3085(8), the Association has the right to make a direct demand upon Tenant for rental payments. Upon such a demand, Tenant will be required to make rental payments directly to the Association. Tenant and Homeowner further agree that the rental payments may be applied to not only future monetary obligations owed by the Homeowner to the Association, but also to past due delinquent assessments and related fees owed by the Homeowner to the Association. Tenant and Homeowner understand and agree that the Association has the right to evict a Tenant for failure to make rental payments upon demand directly to the Association.

**DEPOSITS** – Any deposits required of the Homeowner by the Association in connection with this Lease may be applied by the Association to delinquent assessments and related fees.

**HOLD HARMLESS** – Tenant and Homeowner shall hold the Association, its officers and directors, management agents, employees, and each of them free and harmless of and from all liability, judgments, costs, damages, claims or demands arising out of (i) any claim or dispute in connection with the Lease, (ii) any injury, claim, or loss in connection with the Unit.

**CONFLICT WITH LEASE** – In any conflict between the Addendum and the Lease, this Addendum shall prevail.

**CONFLICT WITH DOCUMENTS** – Notwithstanding the provisions of the Addendum, if there is any conflict, the Association is Documents, and By laws takes precedence.

**ENFORCEMENT** – In the event of any dispute arising in regard to the terms of this agreement, the parties agree that the venue shall be Martin County, Florida. In any such action, the prevailing party shall be entitled to attorney's fees and costs.

THIS DOCUMENT MUST BE SIGNED AND RETURNED TO THE AGENT OF JENSEN BEACH COUNTRY CLUB ASSOCIATION WITH A CHECK IN THE AMOUNT OF \$150.00 MADE PAYABLE TO JBCCA BEFORE THE LEASE IS APPROVED.

**OWNER** – PLEASE PRINT: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**TENANT** – PLEASE  
PRINT: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_