

# SUMMER CLUB CONDOMINIUM

# **RENTAL APPLICATION**

Date

The Summer Club Condominium is a family community. In order to preserve this atmosphere, The Summer Club DOES NOT PERMIT RENTALS TO BE USED BY MORE THAN A SINGLE FAMILY. Single family means one or more persons related by blood, adoption or marriage, living or cooking together as a single housekeeping unit, exclusive of household help. Applicants should understand that the Summer Club Condominium has specific sanctions against violations of its rules and is prepared to enforce them. It is the responsibility of the homeowners to inform the renter of all pertinent Summer Club rules and laws. There is a 5% rental fee due with this application plus a 10% security deposit of the total rental amount that will be returned to the homeowner's home or the Summer Club property.

Homeowner Name		
Phone _		
Home Location		
Rental Period		
Rental Agent		
Rental Amount	5% Rental Fee	10% Security Deposit
Renter Name		
A ddraaa		
Phone		
E-mail		
Employer	Address	
Job Title and Nature	e of Business	

Complete List of Names, Relationships and Ages of all persons who will reside in the House:

\_\_\_\_\_

\_\_\_\_\_ How many people are expected to reside in the house during the week? Weekend? Will there be any pets in the house? YES / NO If yes, what kind and how many? Personal References: Please list the names, addresses and telephone numbers of 3 persons who the rental committee may contact. How did you come to apply for rental at Summer Club? Any additional comments that you wish to share with the Summer Club rental committee?

#### Summer Club Rental Application

Signature on this application implies agreement to abide by all rules and regulations of the Summer Club Condominium, which include, along with single family provision, a restriction against noisy or boisterous parties and Town of Islip ordinances which prohibit drinking or eating on the beach, nudity, loud music, radios and unleashed or unattended animals.

It is the responsibility of the applicant (renter) to ensure that all family members and guests be apprised of and agree to abide by all Summer Club and Town of Islip regulations. Renters are not permitted to moor boats at the Summer Club bayfront area or the Summer Club golf cart.

# Signature of Applicant / Renter

Please Print Name of Applicant

Signature of **Homeowner** 

Please Print Name of Homeowner

## PLEASE SEND ALL RENTAL DOCUMENTS TO:

Geri Newman - <u>gonorato22@gmail.com</u>) and Helen Graber - <u>graberhelen@gmail.com</u>

## The following must be included in the email:

- 1. Completed and signed rental application
- 2. Fully executed lease
- 3. Signed homeowner and tenant guide and condominium rider
- 4. <u>Copy</u> of two checks: the rental fee check and the security check

### **SEND TWO SEPARATE CHECKS TO:**

## Don Sussman, 70 East 10th St, Suite GFK/2K, New York, NY 10003

- 1. A check for the application fee of 5% of the total rental amount made payable to Summer Club Condominium (nonrefundable)
- 2. A check for the 10% security deposit from the homeowner made payable to Summer Club Condominium (refundable)

Approval of Summer Club Rental Committee \_\_\_\_\_Yes \_\_\_\_\_No

Date of Review \_\_\_\_\_

## SUMMER CLUB RENTAL PROCEEDURES

Set forth below is a summary of the steps necessary to rent your home this season. If you intend to rent your home this season, please read carefully and follow the outlined procedure.

Use the above rental application form. A completed application must be submitted to the Rental Committee (Jamie Winkler) together with your lease agreement AT LEAST TWO (2) WEEKS BEFORE THE COMMENCEMENT OF EACH RENTAL OF YOUR HOME. IF THE RENTAL APPLICATION AND LEASE ARE NOT APPROVED, THE TENANT IS NOT PERMITTED TO MOVE IN.

**1.** The rental application form must be completed and signed by the prospective renter. All lease agreements must contain the form of the condominium Rental Lease Rider (attached below). Repeat renters must follow the same procedure. A signed copy of the Summer Club Homeowner and Tenant Guide shall also be submitted with the application, as evidence that the renter has read the Guide.

### 2. PLEASE SEND ALL RENTAL DOCUMENTS TO:

Geri Newman - gonorato22@gmail.com) and Helen Graber - graberhelen@gmail.com

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ALL PAPERWORK AND CHECKS MUST BE RECEIVED AT LEAST TWO (2) WEEKS BEFORE THE COMMENCEMENT OF EACH RENTAL. IF THE RENTAL APPLICATION AND LEASE ARE NOT APPROVED, THE TENANT IS NOT PERMITTED TO MOVE IN.

**3.** A SEPARATE APPLICATION AND SEPARATE CHECKS FOR THE APPLICATION FEE AND SECURITY DEPOSIT ARE REQUIRED FOR EACH RENTAL. DO NOT SEND ONE CHECK TO COVER MULTIPLE RENTALS. YOUR CHECK WILL BE RETURNED AND YOUR RENTAL WILL NOT BE APPROVED.

**4.** We urge you to choose tenants with great care and to be very direct with them concerning the rules and regulations of our community. Remember, YOU are responsible for the compliance of your tenants with those rules and regulations.

5. Rentals must comply with Section VII Article 1 of the Summer Club By---Laws.

6. No Unit Owner may lease their Unit except by complying with the following provisions:

A Unit Owner shall not be permitted to lease their Unit within the first two years from the date of completion of construction of a dwelling unit thereon or within two years of purchase of the Unit, whichever is later.

**7.** Rentals cannot be less than 2 weeks and only two 2-week rentals are permitted in a calendar year. Total rentals in a cannot exceed 3 in any one summer season (Memorial Day through Labor Day) and no more than 4 total in any one calendar year.

### SUMMER CLUB CONDOMINIUM RENTAL LEASE RIDER

(MUST BE INCLUDED WITH ALL LEASES)

- A. This rider is made a part of the attached lease agreement relating to the lease of a unit in the Summer Club Condominium (the Unit). The provisions of this rider shall control any inconsistent provisions set forth elsewhere in such lease.
- B. The tenant above named hereby represents and warrants to the landlord above named and to the Board of Managers of the Summer Club Condominium and agrees that: (1) such tenant understands that the lease herein set forth is subject in all respects to the provisions of the condominium declaration and the by---laws and the rules and regulations of the Summer Club Condominium (the "Condominium Documents). (2) such tenant has read and is familiar with the Homeowner and Tenant Guide of the Summer Club Condominium (a copy of which is attached hereto and initialed by such tenant, (3) such tenant understands that the Condominium Documents prohibit the occupancy of the Unit by any persons other than persons comprising a single family and the making of excessive noise or other disturbing conduct and (4) such tenant agrees to comply and to cause all other occupants of the Unit during the term of the Lease to comply, in all respects with all provisions of such Homeowner and Tenant Guide as well as all other provisions of the Condominium Documents.
- C. The lease herein set forth is granted on the specific condition that the above named tenant comply with all provisions of the Condominium Documents, including, without limitation, the provisions that restrict use of the Unit to only a single family and restrict the making of excessive noise or other disturbing conduct. Without limiting any other right of the landlord named above or the Board of Managers of the Summer Club Condominium, in the event that such tenant shall fail to comply with any such provisions, the Board of Managers of the Summer Club Condominium may, at its option, elect to terminate such lease and retain the security deposit delivered by such tenant hereunder. Alternatively, s u c h Board of Managers may elect to pursue any and all other legal remedies that may be available in respect of such tenant's failure to comply with the provisions of the Condominium Documents. As the actual damages experienced by the landlord above named and the owners of the other units in the Summer Club Condominium could, in the case of certain types of noncompliance with the Condominium Documents, be difficult or impossible to quantify, any election by such Board of Managers to retain deposit monies as set forth above shall be deemed the payment of liquidated damages and not a penalty.
- D. In the event that the Board of Managers of the Summer Club Condominium shall commence any action or proceeding, or otherwise incur any legal expense, to enforce any provision of this Lease against the tenant above named, such tenant shall, upon demand, reimburse such Board the full amount of all such expenses with interest thereon (at the rate of 12% per annum or Page 5 such lesser rate permitted by law) from the date of the incurrence of such expenses to the date of such reimbursement.

The provisions of the lease herein set forth shall not be effective unless and until the Rental Committee of the Board of Managers of the Summer Club Condominium shall have given its approval thereto in writing. Each of the named parties to this lease agrees that the Board of Managers of the Summer Club Condominium is a beneficiary of the provisions set forth herein and shall have the right to enforce such provisions in an appropriate action or proceeding. I have read the Rental Lease Rider and the Homeowner and Tenant Guide and will abide by them and all other provisions of my lease.

Signatures:	
Unit Homeowner	Date
Renter / Tenant	Date