

**HARBOUR TOWNE ASSOCIATION, INC.**  
*5701 MIDNIGHT PASS ROAD, SIESTA KEY, FLORIDA 34242*

*BETWEEN MARKERS 69 AND 73 ON THE ICW*

**APPLICATION TO LEASE CHECKLIST**

**Full Name(s) of:**

**Owner(s):** \_\_\_\_\_

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

**I/We hereby make application for the lease of Unit \_\_\_\_\_ at Harbour Towne, a Condominium, operated by Harbour Towne Association, Inc. (the “Association”) being Address \_\_\_\_\_ Dockside Place, Sarasota, FL. 34242**

Please ensure your lease application includes all of the following and submit your completed application package to:

Keith Schalk, Community Manager  
Progressive Community Management, Inc.  
3701 S. Osprey Avenue  
Sarasota, FL 34239

Please allow two weeks after submission of complete application package for our response. If you have questions, please contact Progressive Community Management at # 941-921-5393 Ext 1157.

- \_\_\_\_\_ Application to Lease-please complete fully and legibly and ensure signatures of all applicants are included Form 2)
- \_\_\_\_\_ Automobile Registration (if applicable) (Form 3)
- \_\_\_\_\_ Boat Registration (if applicable) (Form 4)
- \_\_\_\_\_ Application Fee of \$ 150.00 payable to Harbour Towne Association, Inc.
- \_\_\_\_\_ Legible copy of photo ID for each applicant
- \_\_\_\_\_ Copy of full executed Lease Agreement

# HARBOUR TOWNE ASSOCIATION, INC.

5701 MIDNIGHT PASS ROAD, SIESTA KEY, FLORIDA 34242

BETWEEN MARKERS 69 AND 73 ON THE ICW

## APPLICATION TO LEASE

I/We hereby make(s) application to lease Unit \_\_\_\_\_ at Harbour Towne, a Condominium, operated by Harbour Towne Association, Inc. (the "Association") being Address \_\_\_\_\_ Dockside Place, Sarasota FL. 34242.

In accordance with the Condominium Documents\*, the applicant(s) represent that the following information is true and correct and consent(s) to further investigation concerning the information, or any other information submitted, for approval of this request.

**Full Name of Applicant 1:** \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Full Name of Applicant 2:** \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Additional Occupants** (List all people who will stay on the property during lease period.)

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_

**Vehicles** (all vehicles on property must be listed and display visitor pass)

Auto 1: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_

Auto 2: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_

**Expected Date of Occupancy:** \_\_\_\_\_

Lease Term: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Business or Profession (present or most recent): \_\_\_\_\_

Business Address and Phone: \_\_\_\_\_

**Person(s) to be notified in case of emergency:**

**1. Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**2. Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**BY SIGNING BELOW, I/WE ACKNOWLEDGE AND CONFIRM THAT I/WE HAVE BEEN PROVIDED, READ AND UNDERSTAND THE CONDOMINIUM DOCUMENTS\*. I/WE CONFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE, CORRECT AND CONSISTENT WITH THE CONDOMINIUM DOCUMENTS\* AND THAT IF THIS APPLICATION IS APPROVED, I/WE AGREE TO CONFORM TO THE CONDOMINIUM DOCUMENTS\* AND ALL STATUTES COMPRISING THE FLORIDA CONDOMINIUM LAW AND ABIDE FULLY AND DUTIULLY BY EACH AND ALL FUTURE CHANGES THERETO.**

**I/WE UNDERSTAND THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS ARE NOT RESPONSIBLE FOR DAMAGE OR INJURY TO THE TENANTS, GUESTS, VISITORS OR OTHER OCCUPANTS OF THE UNIT, UNLESS SUCH DAMAGE OR INJURY IS THE PROXIMATE RESULT OF GROSS NEGLIGENCE OR UNLAWFUL ACTS. I/WE AGREE TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY CLAIM, DAMAGES, COST OR EXPENSE, INCLUDING ATTORNEY FEES, NO MATTER HOW CAUSED.**

**I/WE UNDERSTAND THAT THE TENANT IS RESPONSIBLE FOR DAMAGE, INJURY REPAIRS AND OTHER COSTS TO THE UNIT AND PROPERTY OF THE ASSOCIATION DURING MY/OUR OCCUPANCY AS A RESULT OF ACTIONS BY ME/US AND ANY GUESTS, VISITORS OR OTHER OCCUPANTS OF THE UNIT. I/WE AGREE NOT TO BRING ANY PETS ON THE PROPERTY AND TO BE RESPONSIBLE FOR THE CONDUCT OF ANY GUESTS, VISITORS OR OTHER OCCUPANTS OF THE UNIT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\* "Condominium Documents" consist of the Restated Declaration of Condominium, Articles of Incorporation, By-Laws and Uniform Rules and Regulations of the Association, as amended, and posted on the Association website ([www.harbourtowneyc.com](http://www.harbourtowneyc.com)).

**BY SIGNING BELOW THE UNDERSIGNED OWNER OF THE UNIT ACKNOWLEDGES AND AGREES THAT THE OWNER WILL BE RESPONSIBLE FOR THE CONDUCT AND ACTIONS OF THE ABOVE-NOTED APPLICANTS TO LEASE THE UNIT, THEIR GUESTS, VISITORS OR OTHER OCCUPANTS OF THE UNIT, INCLUDING, WITHOUT LIMITATION, VIOLATION OF THE CONDOMINIUM DOCUMENTS AND THAT ALL COSTS, INCLUDING ATTORNEY FEES, INCURRED BY THE ASSOCIATION IN REMOVING THE TENANT(S) DUE TO VIOLATIONS OF THE CONDOMINIUM DOCUMENTS\* SHALL BE THE OWNER(S) RESPONSIBILITY.**

**I agree to hold harmless, Progressive Community Management, Inc., and all providers of information on the prospective owner(s) stated above. In the event that the information provided by me (us) is found to be misleading or false, my acceptance for this sale, whether determination is made before or after my date of ownership/occupancy, may be affected. I do hereby authorize with my (our) signature(s), the release of public records, credit report, rental or lease information and employment verification, whether by fax, verbal, photocopy or original signature, to: Progressive Community Management, Inc., and all its members now and in the future for exclusive use of Harbour Towne Association, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**OFFICE USE ONLY**

Board of Directors Approval: \_\_\_\_\_ Approved \_\_\_\_\_ Denied: Meeting Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**HARBOUR TOWNE ASSOCIATION, INC.**  
*5701 MIDNIGHT PASS ROAD, SIESTA KEY, FLORIDA 34242*  
*BETWEEN MARKERS 69 AND 73 ON THE ICW*

**BOAT REGISTRATION**

**Unit Number:** \_\_\_\_\_ **Address:** \_\_\_\_\_ Dockside Place, Sarasota FL 34242

**Owner(s)/Buyer:** \_\_\_\_\_

**Lessee(s)** \_\_\_\_\_

**Lease Dates** \_\_\_\_\_

Boat Slip # \_\_\_\_\_ Sailboat \_\_\_\_\_ Powerboat \_\_\_\_\_ Registration \_\_\_\_\_

Boat Make: \_\_\_\_\_ Year: \_\_\_\_\_ Name: \_\_\_\_\_

Boat Length: \_\_\_\_\_ Beam: \_\_\_\_\_

Insurer: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

**Please provide a copy of Boat Registration and Boat Insurance Policy**

**BOAT, DOCK AND BOAT SLIP RULES AND REGULATIONS**

Harbour Towne Association, Inc. ("Association") regulations and rules pertaining to boats, the dock and boat slips are stated in section 10.16 of the Restated Declaration of Condominium and pages 10-14 of the Uniform Rules and Regulations. The following is a summary of the pertinent regulations and rules:

1. Only Unit Owners and approved lessees of Unit Owners may use the slip assigned to the Unit. Slips may not be loaned, assigned or rented to any person other than a Unit Owner or approved lessee of a Unit Owner. Any boats berthed in a slip other than the one assigned to the Unit will be removed at the owner's expense. Lessees may not assign or sublease the slip assigned to the Unit being leased.
2. A maximum speed of five (5) mph must be observed within the Marina.
3. Boat Owners are responsible for damages caused by their boat's wake.
4. Only Unit Owners, lessees and their invitees are permitted on the docks.
5. A boat may not be boarded without permission of the Unit Owner except in cases of an emergency.
6. The Marina lights must not be interfered with.
7. Each person using the Marina is responsible for keeping the docks clean.
8. Walkway clearance – Main Dock: Bowsprits and/or anchors should not overhang the walkway portion of the docks. Boats should be tied back toward the channel to eliminate this situation.
9. The Board of Directors must approve the particular vessel a Unit Owner or lessee wishes to dock at Harbour Towne. In determining whether or not to grant approval, the Board of Directors must consider the size and location of the individual boat slips and the physical aspects of the boat docks relative to the size and type

of vessel requested for approval.

- 10. All maintenance of and repairs to any lifts or fittings, whether structural or non-structural, ordinary or extra-ordinary, shall be at the sole cost and expense of the slip Unit Owner.
- 11. Any damage to walkways, finger piers and pilings; to other boats, slips, pilings, electrical and water posts is the responsibility of each slip Unit Owner.
- 12. No dock lines are permitted around water pipes.
- 13. No dock lines are permitted around electrical conduit pipes.
- 14. No temporary electrical cords may be run to the dock or boat. Only marine--grade electrical cords plugged into boxes provided may be used, including water-proof fixtures.
- 15. Utility lines leading to boat slips, such as telephone cable, cable TV service, must be installed in a method and using materials appropriate for outdoor marine use.

**BOAT LIFTS**

All boat lift installations must be approved by the Board of Directors and must be wholly contained, including pilings within the designated slip. Boat lift installations must also meet all of the following requirements:

- 1. Any new posts installed must be driven six (6) feet or until they hit rock.
- 2. Any lift docks "Grandfathered" in or installed as of March 1, 1993: Harbour Towne Association will not assume ANY responsibility for damage to boats, docks or common elements as a result of light weight, tension, torsion, rushing action, wave action, wind action, or generation of electrolytic current. Unit Owner assumes 100% responsibility for repair and replacement of such damage as a result of his property.
- 3. No new structures may be attached to existing pilings. New structures i.e., boat lifts may be attached to the common element pier system with the approval of the Board of Directors where the structure is deemed to improve the stability and/or strength of pier system. The owner of any such structure is responsible for any damage done to the pier system, including repairs and/or replacement deemed necessary by the Board of Directors. Boat lift pilings attached to the pier system that deteriorate must be replaced per the Dock Master and Board of Directors' recommendation at the expense of the lift owner. If the added structure is removed, the owner of the removed structure is responsible for restoring the pier system to its original configuration. All of the above rules apply to any future owners of any such boat lift or added structure. All electrical wiring must be permanent, above the mean high water level and meet electrical code requirements. No extension cords are allowed other than temporary power requirements.
- 4. No boat on or off a lift shall exceed a total of fifteen (15) feet high without previous Board of Director approval. This assumes the lift cradle is raised even with the pier.
- 5. No boat lift dock motors/enclosures shall overhang common element main dock or finger piers.
- 6. Any damage incurred during construction must be fixed and materials of equal value replaced.
- 7. Contractor must clean-up and repair to original with original materials for any work done. Unit Owner is responsible if contractor fails to perform.

**By signing below, I/We acknowledge that we have been provided, read and understand the Condominium Documents\*. I/We agree to abide by the provisions of said documents as well as any new or amended Condominium Documents adopted by the Association and to be responsible for the conduct of any of our Gratuitous Occupants, Lessees or Guests.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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**OFFICE USE ONLY**

**Dockmaster:**

\_\_\_\_\_ **Approved**

\_\_\_\_\_ **Denied**

Signature

Print Name

Date

**Board of Directors:**

\_\_\_\_\_ **Approved**

\_\_\_\_\_ **Denied**

Signature

Print Name

Date