

MONTAUK SHORES CONDOMINIUM RENTAL PERMIT

This Rental Permit must be used for all rentals whatsoever. The Rental Permit Fee is \$200.00 per week or weekend. Rentals ten weeks or longer must submit a NON-REFUNDABLE fee of \$2,000.00 and complete the Long Term Rental section of this application. The Board reserves the right to require all proposed tenants to appear for an interview before the Board of Managers. Tenant applications requesting permission to rent for ten weeks or longer must appear for a Board interview.

ALL INFORMATION MUST BE TYPED OR PRINTED – ILLEGIBLE APPLICATIONS WILL NOT BE PROCESSED AND WILL BE RETURNED!

NO PERSONS WHATSOEVER SHALL OCCUPY, LEASE, RENT OR ENTER THE PREMISES OR OWNER'S UNIT WITHOUT EXPRESS WRITTEN AUTHORIZATION BY THE BOARD OF MANAGERS. RENTAL UNITS ARE LIMITED TO A MAXIMUM OF SIX (6) OCCUPANTS INCLUSIVE OF THE TENANT(S) DURING THE RENTAL TERM. NO ADDITIONAL GUESTS ARE PERMITTED DURING THE DAY OR AT NIGHT DURING THE RENTAL PERIOD.

ALL RENTING IN THE COMMUNITY SHALL BE REQUIRED TO REGISTER AT THE OFFICE OF MONTAUK SHORES CONDOMINIUM BETWEEN THE HOURS OF 10:00AM AND 2:00PM, AND WILL BE GIVEN AND REQUIRED TO DISPLAY THEIR VEHICLE PASS WHILE IN THE COMMUNITY. A SECURITY DEPOSIT WILL BE REQUIRED FROM THE VEHICLE OWNER AT THE TIME THE PASS IS ISSUED. UPON EXPIRATION OF TENANCY, TENANT MUST RETURN PARKING PASSES TO THE OFFICE, FAILURE TO DO SO WILL RESULT IN THE FORFEITURE OF THE PARKING PASS DEPOSIT; ADDITIONALLY, AN ASSESSMENT WILL BE CHARGED TO THE UNIT OWNER.

ANY APPLICANT WHO HAD PREVIOUSLY BEEN IN VIOLATION OF MONTUAK SHORES RULES AND REGULATIONS WILL BE REQUIRED TO FURNISH A SECURITY DEPOSIT WITH THE OFFICE OF MONTAUK SHORES CONDOMINIUM IN A MINIMUM AMOUNT OF TWO THOUSAND DOLLARS (\$2,000) IN CASH OR A CERTIFIED CHECK, AND REQUIRED TO EXECUTE A SEPARATE AGREEMENT, PRIOR TO ANY APPROVAL BY THE BOARD OF MANAGERS.

THE BOARD OF MANAGERS RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION AND TO INTERVIEW ANY AND ALL TENANTS.

ABSOLUTELY NO PETS ALLOWED: NO EXCEPTIONS.

X Initials

Owner Information.

Owner: _____
Site: _____
Home address: _____
Phone no.: _____
Cell phone: _____

Tenant Information.

Names: _____
Email Address: _____
Phone no.: _____
Cell phone: _____
Home address: _____
Auto model/ color /year: _____
State of Regis./ plate no: _____
Drivers License / ID no: _____

Length of Rental.

Dates to be rented: From _____ to _____

Total weeks or weekends
to be rented:

x **\$200.00**

Fee enclosed: _____

**Names of Occupants
during rental period:**

Name & Relationship to
Tenant: _____
Home Address _____

Name & Relationship to
Tenant: _____
Home Address _____

Name & Relationship to
Tenant: _____
Home Address _____

**OWNER'S INSURANCE DECLARATION,
REPRESENTATIONS, GUARANTEE, INDEMNIFICATION
and HOLD HARMLESS AGREEMENT.**

All owners who rent their unit at Montauk Shores shall have adequate liability insurance coverage and must have specific coverage regarding the rental activity. This Section must be completed and signed by the Owner of the Manufactured Home.

Name & Address of Insurance Company: _____ Effective Date: _____ to _____

_____ Policy No. _____

I / we hereby represent, warrant, guarantee and represent that at all times we shall maintain adequate liability insurance regarding our mobile home unit and site as required and indicated above, and further agree to indemnify, hold harmless and defend Montauk Shores Condominium, and its Board of Managers, agents, employees, successors, attorneys, representatives and assigns from any injury, loss, damages or claim any nature or kind whatsoever regarding, concerning, relating to or arising from the occupancy, possession, ownership or rental of the above manufactured home unit, site or premises.

I / we acknowledge and agree that this rental is subject to written approval by the Board of Managers. No representation express or implied is made that this rental will be approved by the Board of Managers. The undersigned shall hold harmless and indemnify the Board of Managers and condominium from any and all damages, claims, or injuries of any kind or nature whatsoever arising, concerning or relating to any determination, resolutions or decisions by the Board of Managers whatsoever including without limitation the denial of this proposed rental. The undersigned agrees to be bound by any determinations, resolutions or decisions of the Board of Managers and waives any rights that they might have to challenge any determinations, resolutions or decisions by the Board of Managers.

OWNERS' SIGNATURES REQUIRED

Date: _____

Sign on line print name below

Date: _____

Sign on line print name below

MONTAUK SHORES CONDOMINIUM LEASE ADDENDUM

The following shall be attached to all rental agreements, leases, lease renewals, or lease offerings from Montauk Shores Condominium, and must be executed by any and all tenants and lessees.

1. GRIEVANCE PROCEDURE: (a) The Board of Managers shall be held harmless from any and all damages, claims, or injuries of any kind or nature whatsoever arising, concerning or relating to any actions, omissions, statements, publications, representations, determinations, resolutions or decisions by the Board of Managers unless the determination, resolution or decision is shown upon clear and convincing proof to be founded on dishonesty, self-dealing or fraud, or upon proof beyond reasonable doubt of a violation of law by the Board of Managers.

(b). With regard to any actions, omissions, statements, publications, representations, determinations, resolutions or decisions by the Board of Managers arising, concerning or relating to the lease, offer, renewal, or denial thereof, no owners, tenants, lessees, or any other persons shall have any right to seek specific performance, injunctive or equitable relief, or damages for libel or slander.

(c). As a condition precedent to any court action, proceeding or administrative complaint whatsoever, any persons seeking to challenge, dispute or contest any actions, omissions, statements, publications, representations, determinations, resolutions or decisions by the Board of Managers, must comply with these rules:

1. Must serve upon the Board of Managers within 10-days, of the challenged, disputed or contested actions, omissions, statements, publications, representations, determinations, resolutions or decisions by the Board of Managers, a written notice of claim stating in sufficient detail what is sought to be challenged, contested or disputed.
2. Must provide clear and convincing proof of dishonesty, self-dealing or fraud of the Board of Managers, or upon proof beyond reasonable doubt of a violation of law by the Board of Managers.
3. Must provide such other and further information as requested by the Board of Managers to investigate the notice of claim, including but not limited to the production of documents and interview by the Board of Managers.
4. Shall permit the Board of Managers at least 90-days to investigate the notice of claim and to take such further action as deemed appropriate under the circumstances.
5. No action, cause of action or proceeding of any kind or nature whatsoever shall be commenced against the Board of Managers where the claimant, aggrieved person or plaintiff has failed to comply with the foregoing or where the actions, omissions, statements, publications, representations, determinations, resolutions or decisions by the Board of Managers where based on the advice of counsel.

2. **ADDITIONAL INFORMATION:** Prior to the approval of any lease, offer, new lease, or rental agreement, the Board of Managers reserves the right to request additional information and to interview any and all tenants or lessees. No representation express or implied is made that the Board of Managers will approve this or any other rental agreement or lease.

3. **PETS: No pets are allowed,** except lessees who legally had a domestic pet [dog or cat] at the premises during the previous year may continue to have such pet, but otherwise no new pets shall be allowed unless expressly authorized by the Board of Managers.

4. **NO COMMERCIAL OR BUSINESS USE OF PREMISES:** No commercial or business use of the premises shall be allowed, including without limitation storage, manufacture, sales, employee or group housing, commercial food preparation, or other business use whatsoever.

5. **STRICT COMPLIANCE:** MONTAUK SHORES CONDOMINIUM IS A RESORT CONDOMINIUM GOVERNED IN PART BY CERTAIN BY-LAWS, RULES & REGULATIONS AND THE CONDOMINIUM ACT OF THE STATE OF NEW YORK. ALL OWNERS, TENANTS, GUESTS, INVITEES, VISITORS AND PERSONS MUST "STRICTLY COMPLY" WITH THE CONDOMINIUM BY-LAWS, RULES & REGULATIONS, AMENDMENTS, RESOLUTIONS AND DECISIONS ADOPTED THERETO AND ANY DETERMINATIONS, RESOLUTIONS OR DECISIONS BY THE BOARD OF MANAGERS. THE UNDERSIGNED AGREES THAT IN THE EVENT OF ANY VIOLATION OF THE RULES & REGULATIONS OR BY-LAWS BY THE TENANT OR TENANT'S GUESTS, VISITORS OR INVITEES THAT THE TENANT SHALL BE LIABLE FOR ASSESSMENTS, DAMAGES AND ATTORNEY'S FEES AND SHALL BE SUBJECT TO EVICTION BY SUMMARY PROCEEDINGS.

6. **INSURANCE:** Tenant's units and premises are not part of the condominium common grounds and are not insured or maintained by Montauk Shores Condominium. Tenant is advised to obtain renter's insurance.

7. **FULL UNDERSTANDING / FINAL AGREEMENT:** The words tenant and lessee shall be used interchangeably throughout. Singular shall be plural as needed for consistency throughout. I have read and understood all of the foregoing, and I agree to be bound by all of the terms and conditions. This addendum together with the lease shall constitute the full and final understanding of the parties. No parol evidence. No modification, changes, supplementation, or amendments except in writing fully executed by the parties.

Montauk Shores Condominium (MSC) does not guarantee in any manner and makes no representation or warranty, express or implied, as to the safety or enjoyment of any individual home. MSC does not investigate, endorse, or guarantee the accuracy of any information pertaining to the rental of any home in the community and shall not be liable for any actions occurring as a result of arrangements between the tenant and homeowner. MSC sole responsibility is to ensure that all tenants are properly registered and approved to be in the community.

Have you rented at Montauk Shores Condominium in the past ☐ Yes ☐ No

Date(s) & From Whom: _____

Have you been a guest at Montauk Shores Condominium in the past ☐ Yes ☐ No

Date(s) & From Whom: _____

TENANTS' SIGNATURES REQUIRED.

Date: _____

Sign on line print name below

Date: _____

Sign on line print name below

MSC POOL ACCESS PASS

UNIT#- _ _ _

OWNER NAME- _____

RENTER/GUESTS NAME- _____

RENTAL/GUESTS DATE- FROM _ _ _ TO _ _ _

PERSONS LISTED ON RENTAL AGREEMENT:

1- _____ 2- _____

3- _____ 4- _____

5- _____ 6- _____

OFFICE: ADDITIONAL AUTHORIZED PERSONS

1- _____ 2- _____

ONLY PERSONS LISTED ON THIS PASS
WILL BE ALLOWED INTO POOL AREA. ALL
OTHERS WILL HAVE TO GET
AUTHORIZTION FROM OFFICE.