

# SUMMER CLUB CONDOMINIUM

## RENTAL APPLICATION

Date\_\_\_\_\_

The Summer Club Condominium is 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 \$100 rental fee due with this application plus a 10 percent security deposit of the total rental amount.

- Homeowner Name\_\_\_\_\_ Phone#\_\_\_\_\_
- Home Location\_\_\_\_\_
- Rental period\_\_\_\_\_ Rental agent\_\_\_\_\_
- RENTAL AMOUNT\_\_\_\_\_ 10% DEPOSIT\_\_\_\_\_

- Name of Renter\_\_\_\_\_
- Address\_\_\_\_\_
- Telephone#\_\_\_\_\_
- E-mail address\_\_\_\_\_
- Name and address of employer\_\_\_\_\_
- \_\_\_\_\_
- Job Title and nature of business\_\_\_\_\_

- Complete list of names of all persons who will reside in the house and relationship and ages

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- How many people are expected to reside in the house during the week?\_\_\_\_\_ Weekend\_\_\_\_\_
- Will there be any pets in the house?\_\_\_\_\_ Is Yes what kind and how many?\_\_\_\_\_

- Personal references. Please list name, address and telephone number of 3 persons whom the rental committee may contact.

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**Rental Application Page 2**

- **How did you come to apply for rental at Summer Club?**

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- **Any additional comments that you wish to share with the Summer Club rental committee?**

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- **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.**

- **Signature of Applicant**\_\_\_\_\_
- **Signature of Homeowner**\_\_\_\_\_

- **Send this application and checks made payable to Summer Club Condominium to:**  
Mark Maas  
336 Central Park West  
Apt 16c  
New York, NY 10025  
Phone#212-222-5588

- **Approval of Summer Club Rental Committee**\_\_\_\_\_ **Yes**\_\_\_ **No**\_\_\_
- **Date of Review**\_\_\_\_\_

**Summer Club Condominium  
PO Box 37  
Ocean Beach, NY 11770**

To: All Homeowners:

Re:Summer Club Rental Procedures

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

1. Use the above rental application form. A completed application must be submitted to the Rental Committee(Mark Mass) 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.** 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 Rules and Regulations(also attached below) shall also be submitted with the application, as evidence that the renter has read Summer Club Rules & Regulations.
2. Please make sure that your renters consist of only **ONE FAMILY.** The Rental Committee Will not approve rentals to occupants that **DO NOT** comprise a single family. Failure to follow this procedure may lead to eviction of the tenant and forfeiture of the security deposit.
3. 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.
4. Send the completed rental application together with a fully executed copy of the lease Agreement to the Rental Chairman(Mark Maas). Include your \$100 processing fee PLUS the Security deposit in the amount of 10% of the Gross Rental Fee. All leases must include the below condominium lease rider which must be executed by the tenant.
5. A separate processing fee and application are required for each rental that you enter into. Rental must be for a **MINIMUM** of 2 weeks and you are allowed no more than 4 rentals per calendar year. Below is Article VII Section 1b of our By Laws that pertains to leasing a unit.
  - b) No Unit Owner may lease his Unit except by complying with the following provisions:

**A Unit Owner shall not be permitted to lease his 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. No lease shall be permitted for a term of less than two (2) weeks nor shall there be more than two (2) such two-week rentals by a Unit Owner in any one calendar year, nor more**

than three (3) total rentals by a Unit Owner during the Memorial Day through Labor Day period, nor more than four (4) total rentals by a Unit Owner 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 bylaws and the rules and regulations of the Summer Club Condominium (the "Condominium Documents"). 2) such tenant has read and is familiar with the Rules and Regulations 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 Rules and Regulations 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, such 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.

**Lease Rider Page 2**

- 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 such lesser rate permitted by law) from the date of the incurrence of such expenses to the date of such reimbursement.**
- E. 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.**

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**Unit Owner**

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**Tenant**

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**Date**

## **RULES AND REGULATIONS**

### **SUMMER CLUB CONDOMINIUM (abbreviated for Rental Tenants)**

One. Each Unit Owner shall keep his or her Unit in good state of preservation and cleanliness.

Two. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in or on such Unit Owners Unit.

Three. No Unit Owner shall make or permit any disturbing noises on the property or do or permit anything to be done therein, which will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall permit to be operated a phonograph or a radio or television set or other loud speaker on such Owners Unit, unless inside any improvement erected thereon, between the hours of 12 o'clock midnight and the following 7 o'clock A.M., if the same shall disturb or annoy other occupants of the property, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10 P.M. and the following 9 A.M.

Five. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent or the Manager, may enter any Unit on the Property, but not any dwelling erected thereon, at any reasonable hour of the day for the purpose of inspecting, such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

Six. The Board of Managers or the Managing Agent or the Manager may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes.

Seven: Renters may not dock or moor a boat at the Summer Club Bay Front. Limited space may be available west of Summer Club. Check with the Summer Club Dock Master if you have a boat.

Rules/Regulations Page 2

Seven. Complaints regarding the service of the property shall be made in writing to the Board, of Manager or to the Managing Agent or to the Manager.

Eight. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

Nine. Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers, the Managing Agent or the Manager with respect to the disposal of garbage, rubbish and refuse.

Ten. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

Eleven. No Unit Owner or any of his or her agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except those typical, in type and quantity, for normal residential cleaning use of any improvement erected on the Unit, with the exception of those items listed on the Board of Managers approved list which shall be reviewed and adopted from time to time.

Twelve. If any keys are entrusted by a Unit Owner or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor to an employee of the Board of Managers or of the Managing Agent, whether for such Unit Owners Unit or improvement erected thereon, or an automobile, trunk or other items of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent nor the Manager shall be liable for injury,

loss or damage of any nature whatsoever, directly or indirectly resulting there from or connecting therewith.

Thirteen. Unit Owners shall cooperate with any security guard employed by the Board of Managers in his or her efforts to maintain tranquility and security on the beach area and within the community.

Rules/Regulation Page 3

Fourteen. All vehicles within the Property must be operated in conformity with the regulations of the Fire Island National Seashore, the Town of Islip and the incorporated Village of Ocean Beach. Vehicles may be operated and parked within Summer Club between January 1 and June 15<sup>th</sup> of each year, and the Tuesday after Labor Day through December 31. Vehicles must not encroach upon any sidewalk and may only be parked on the Unit Owner's property. Golf carts may be operated year round so long as proper permits are in place. Privately owned Golf carts shall be parked solely on the Unit Owner's property.

Fifteen. No vehicle shall at any time be parked on the Condominium walks. It shall be the obligation of each Unit Owner to ensure that this provision is complied with by any guest, invitees, licensees, or employees of such Unit Owner. Such responsibility shall include, but not be limited to, any contractor, utility personnel or vendors providing service to a Unit Owner.

Eighteen. In the event that construction will not be complete on any project prior to June 15<sup>th</sup>, it is the homeowner's responsibility to clear the property of all construction equipment, debris, dumpsters and the like, in order to make the property presentable by the same date. Failing to do so is grounds for forfeiture of all deposits (see #17).

Nineteen. No motorized vehicle, which has the capacity to exceed 4 mph, may be operated within Summer Club boundaries by an unlicensed person.

Twenty.. Renters may not moor their boats in the Summer Club Bay front area. Mooring west of the Summer Club property line is permitted.

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Tenant signature

I have read the above Summer Club  
Condominium rules and will abide by  
them and all other provisions of my  
Lease.

Homeowner\_\_\_\_\_

Dated\_\_\_\_\_