

# COCOPLUM YACHT CLUB

## Application Agreement for Membership / Lease of Dock Unit

THE UNDERSIGNED Applicant hereby agrees to the terms and conditions herein and makes this application for (check one):

\_\_\_\_\_ Membership in Cocoplum Yacht Club, Inc. ("Cocoplum Yacht Club" or "Association"), 6500 Prado Boulevard, Coral Gables, Florida 33143, in connection with the purchase of the Dock Unit described below.

\_\_\_\_\_ Approval of the lease of the Dock Unit described below.

### **I. Applicant Information:**

- Name: \_\_\_\_\_ Occupation/Dates: \_\_\_\_\_  
A/K/A: \_\_\_\_\_ Employer: \_\_\_\_\_  
Maiden Name: \_\_\_\_\_ Nature of Business: \_\_\_\_\_  
\_\_\_\_\_

- Address: \_\_\_\_\_ Address: \_\_\_\_\_  
(Residence) \_\_\_\_\_ (Work) \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Cell: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_  
Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

- Owner of Property in: \_\_\_\_\_ Cocoplum Section One  
\_\_\_\_\_ Cocoplum Section Two  
\_\_\_\_\_ City of Coral Gables  
\_\_\_\_\_ Other: \_\_\_\_\_

- Previous residences, and dates, in last 10 years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Previous employment information as outlined above, and dates, in last 10 years: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Driver's License #: \_\_\_\_\_

Initials \_\_\_\_\_

State/County/Date issued: \_\_\_\_\_

- Number of Children: \_\_\_\_\_ Names/Ages: \_\_\_\_\_
- Spouse: \_\_\_\_\_ A/K/A: \_\_\_\_\_  
Maiden Name: \_\_\_\_\_  
Cell: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Driver's License #: \_\_\_\_\_  
State/County/Date issued: \_\_\_\_\_  
Employment information and dates: \_\_\_\_\_  
\_\_\_\_\_

- Names, relationship, ages and email of ALL "persons who will use Dock Unit":  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- International Applicant/Spouse  
Country of Citizenship: \_\_\_\_\_  
Citizen/Passport Number: \_\_\_\_\_  
Foreign address: \_\_\_\_\_  
Place of Birth: \_\_\_\_\_  
Type of U.S.A. Visa and Number: \_\_\_\_\_  
Length of residency in U.S.A.: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

- Corporate / Entity/ Trust Applicant  
Name of Corporation/Entity/Trust: \_\_\_\_\_  
State/Country/Date of Formation: \_\_\_\_\_  
Business Name/Type/Nature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

Names/Addresses/Telephone/Fax/Email/Cell/Titles/Occupations/  
Amount of Ownership or Beneficial Interest of ALL:

Directors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Officers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Managers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Partners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Shareholders/  
Members: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Trustees/Settlors/  
Beneficiaries: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. Dock Unit Information:**

Unit No. \_\_\_\_\_ Dock \_\_\_\_\_ Present Owner: \_\_\_\_\_

**III. Authorized Vessel Information:**

Type: \_\_\_\_\_

Length Overall: \_\_\_\_\_ Deck Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Place of Registry: \_\_\_\_\_ Registration No.: \_\_\_\_\_

Radio Call No.: \_\_\_\_\_ Dinghy:  Yes  No

If yes, give length and beam: \_\_\_\_\_

**IV. Transaction Information:**

**A. Purchase (also applies to assignments of Agreements for Sale):**

Purchase Price: \$ \_\_\_\_\_

Deposit: \$ \_\_\_\_\_

Lender: \_\_\_\_\_

Amount Financed: \$ \_\_\_\_\_

Closing Date: \_\_\_\_\_

Real Estate Broker(s): Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell: \_\_\_\_\_

*Please attach a copy of the completely executed Contract or Assignment, with all Riders, Addenda and Exhibits, which must state that it is subject to the purchase or assignment being approved and the Applicant being accepted into membership by the Association, and must also have attached thereto all disclosures and other information as required by law.*

**B. Lease**

Monthly Rent: \$ \_\_\_\_\_ Security Deposit: \$ \_\_\_\_\_

For period from: \_\_\_\_\_ to \_\_\_\_\_ Renewable to: \_\_\_\_\_

Purchase Option: \_\_\_\_ Yes \_\_\_\_ No Deposit to  
Association: \$ \_\_\_\_\_

*Please attach a copy of the completely executed Lease, with all Riders, Addenda and Exhibits, which must state that it is subject to the Lease being approved by the Association, and must also have attached thereto all disclosures and other information as required by law.*

**V. Insurance Information:**

Insurance Company: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

Authorized Vessel/Unit Policy Number: \_\_\_\_\_  
Liability Insurance: Limits: \_\_\_\_\_ (Minimum \$1,000,000)

Insurance Agent: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_

**VI. References:**

Names, addresses, telephone, fax, email and cell of individuals, preferably Miami-Dade County residents, who are not relatives or business associates and who personally know Applicant for a significant period of time, including length and nature of relationship. Applicant should request that all references immediately write a notarized letter of recommendation directly to the above address of Cocoplum Yacht Club.

Bank References:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

[Include name, location, telephone, email, fax, cell, account number and type, bank representative and average balance]

Business References:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Personal References:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Club or Organization Active Memberships:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**VII. Background:**

- A. Have you, or any member of your immediate family, or anyone who may use the Dock Unit ever been accused, convicted of, or plead guilty or nolo contendere to a felony, crime involving moral turpitude, or drug possession or distribution, or been a member of any organized crime organization?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please describe the circumstances in detail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

- B. List post secondary educational institutions attended, dates, degrees, addresses, telephone, email and fax, for Applicant and Spouse:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C. Please list any suits, claims, charges or settlements filed or obtained against the Applicant, your Spouse or any entity in which you own an interest, beneficial or otherwise, including the parties, Court, Case Number and disposition:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. List all active entities or partnerships in which Applicant and/or your Spouse are an owner of any interest and/or are listed as an officer, director, member, manager and/or registered agent (Use separate sheet of paper if necessary).

(1) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Email: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Date and place of formation: \_\_\_\_\_  
Title/Ownership: \_\_\_\_\_  
Tax I.D. Number: \_\_\_\_\_

### **VIII. Agreements of Applicant:**

By submitting this Application Agreement, the Applicant acknowledges and agrees to the following:

- A. The Applicant and the transaction described above are subject to the right of first refusal and approval (or, in the case of a lease, the right of approval) of Cocoplum Yacht Club, Inc., by and through its Board of Directors ("Board") and/or an appropriate committee thereof. The undersigned agree to abide by (and to take no action to in any way to challenge) the Association's or Board's decisions.
- B. The Applicant's Authorized Vessel is subject to the approval of the Association's Community Appearance Board or Board of Directors. The Applicant will make his/her Authorized Vessel available for inspection by the Board or its representative at the time scheduled by the Board.
- C. The Association and its representatives are hereby authorized to make such investigations of the Applicant and the Applicant's Authorized Vessel as may be deemed reasonably necessary by the Association or its representatives. Applicant acknowledges that the investigation and/or approval process may take a significant amount of time to complete, and that Association may take as much time as it may need or desire, in its sole discretion, to complete its investigation and approval process. The Applicant shall cooperate with the Association in such regard and shall release, indemnify and hold harmless the Association and its representatives for and from all liability in connection with such investigation and/or approval process, and the length of time to complete same.
- D. The Applicant acknowledges the receipt of the following Constituent Documents and agrees to comply with and be bound and abide by their terms and conditions, as same may be amended or adopted from time to time:

Declaration Of Restrictions, Protective Covenants And Easements For Cocoplum Yacht Club, Articles Of Incorporation, Amended And Restated By-Laws, and Rules and Regulations of Cocoplum Yacht Club, and any amendments or supplements thereto.

- E. If the Applicant is a proposed Tenant, he/she shall be jointly and severally liable with his/her lessor or landlord for compliance with the provisions of the Constituent Documents listed above. Applicant and Owner shall enter into a lease which shall be in a form and substance satisfactory to Association, in the Association's sole discretion.
- F. The Applicant and/or Owner will promptly supply the Association or its representative with such further documents and information as same may request, including, but not limited to, such information, releases and consents in order for Association to do a civil, social media and criminal background, and credit inquiry, check, report, or investigation of Applicant, which results are satisfactory to Association, in the Association's sole discretion. Applicant hereby

consents, and waives all rights of privacy as allowed by law, to have inquiries, checks, reports, access to social media accounts and/or investigations made by the Association, or its representative, with reference to Applicant's character; financial status; civil, credit and any criminal background; Bank, business, personal, club and organization references, including, but not limited to, interviews with Bank, business, personal, club and organization references; and as to such other matters as may be determined, from time to time, by the Association. If Applicant is a corporation, partnership, trust or entity, Applicant agrees to cause its Directors, Officers, Managers, Partners, Shareholders, Members, Trustees, Settlers and Beneficiaries to execute such consents, waivers and releases, as described above, pertaining to the individual or entity who or which hold the aforesaid position, or as otherwise required by the Association. I also consent to the disclosure of this information to law enforcement or other governmental agencies for verification or other purposes.

- G. Applicant agrees to pay to Association all fees and amounts set forth in this Application Agreement ("Fees"). Applicant acknowledges that all Fees to be paid to the Association hereunder, including, but not limited to, the **NON-REFUNDABLE** Application Fee and New Member Initiation Fee, are reasonable and deemed to be earned by the Association at the time of payment, and that good, sufficient and adequate consideration is given by the Association to Applicant for such payment, including, but without limitation, the consideration by the Association of approval of this Application Agreement; and that such Fees will **NOT** be refunded to Applicant **under any circumstances**, regardless as to whether or not such Applicant purchases or leases the subject Dock Unit in Cocoplum Yacht Club or is approved or disapproved by the Association. The Security Deposit may be returned to Applicant as otherwise agreed to by Association in any lease.
- H. Applicant / Spouse agree to comply with and be bound and abide by all requests and decisions of the Association concerning the subject Dock Unit. The Association shall be entitled to all legal and equitable remedies to enforce this paragraph, including, without limitation, obtaining temporary and/or permanent injunctive relief against Applicant / Spouse without the necessity of posting a bond or showing irreparable harm.
- I. The undersigned agree to pay all attorneys' fees, costs and expenses which Association may sustain or incur (prior to filing suit, during litigation and/or at all appellate levels) as a result of or in connection with (1) any breach by any of the undersigned of any provisions of this Application Agreement or the Association's Constituent Documents, (2) the enforcement of this Application Agreement or the Constituent Documents by Association, (3) any controversy concerning this Application Agreement or the Constituent Documents, or (4) the contemplated or actual purchase of the subject Dock Unit by the undersigned.
- J. Any Applicant which is a corporation, partnership, trust or entity ("Entity") agrees to provide to Association its respective Articles of Incorporation or Organization, Statement of Qualification, Certificate of Limited Partnership, Partnership Registration Statement, Operating Agreement, Stockholders Agreement, Bylaws, Powers of Attorney, Secretary's Certificate of Incumbency, Secretary's Certificate of Corporate Resolution, current Certificates of Good Standing, Partnership Agreement, Stock/Membership Certificates, Trust and Trust-related documents, and such other documents as may be requested by the Association. All owners

(actual, beneficial or otherwise) of any interest in the Applicant must join in the execution of this Application and hereby agree to be bound by the terms hereof.

- K. The undersigned agree that the individual approved as the voting member in Cocoplum Yacht Club, Inc., may not substitute another individual as a voting member without the prior written approval of the Association, which will require a full application for admission for the proposed voting member. The individual approved may not dispose of his/her ownership in the Entity and his/her liability as a voting member until his/her successor is approved in writing by the Association.
- L. The undersigned acknowledge and agree that the **ONLY** persons who are allowed to use the Dock Unit are those individuals listed in Section I of this Application Agreement as the "persons who will use Dock Unit".
- M. Applicant hereby certifies that Applicant has no, direct or indirect, ownership, control, right, title, leasehold or interest in more than four (4) Units of Cocoplum Yacht Club. Applicant has a direct or indirect ownership, control, right, title, leasehold or interest in the following Units of Cocoplum Yacht Club:

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**IX. Fees: (To be completed by Association or Property Manager):**

\$ <u>50</u>	-	Certificate of Board Approval and Termination of Right of First Refusal	_____ Yes	_____ No
\$ <u>150</u>	-	Estoppel Certificate (as to Assessments)	_____ Yes	_____ No
\$ <u>1,700</u>	-	Tenant Application Fee <b>(NON-REFUNDABLE)</b>	_____ Yes	_____ No
\$ <u>17,000</u>	-	New Member Initiation Fee <b>(NON-REFUNDABLE)</b>	_____ Yes	_____ No
\$ _____	-	Lease Security Deposit	_____ Yes	_____ No
\$ _____	-	Investigation Fee(s)	_____ Yes	_____ No
\$ _____	-	<u>TOTAL</u> (to be paid upon submission of Application Agreement and prior to, and as a condition of, final approval by Association).		

**X. Signatures:**

This is to verify and certify that all of the foregoing information is true and correct; that any copies of documents attached hereto or provided to Association are true, correct and complete copies and that any changes thereto will be promptly communicated and provided to



the Association (regardless of whether such changes occur prior to or after approval); and that the undersigned agrees to pay all the amounts set forth herein and agrees to all terms and conditions of this Application Agreement.

\_\_\_\_\_  
APPLICANT/HUSBAND

\_\_\_\_\_  
APPLICANT/WIFE

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

To be signed by the Entity and all Officers,  
Directors, Managers, Partners, Members, Shareholders,  
Trustees, Settlers and Beneficiaries:

\_\_\_\_\_  
By: \_\_\_\_\_, as \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_, as \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_, as \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_, as \_\_\_\_\_

