

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:

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

\$ <u>50</u>	-	Certificate of Board Approval and Termination of Right of First Refusal	<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$ <u>150</u>	-	Estoppel Certificate (as to Assessments)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$ <u>3,000</u>	-	Tenant Application Fee (NON-REFUNDABLE)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$ <u>30,000</u>	-	Member Initiation Fee (NON-REFUNDABLE)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$ _____	-	Lease Security Deposit	<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$ _____	-	Investigation Fee(s)	<input type="checkbox"/> Yes	<input type="checkbox"/> 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 _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was sworn to, subscribed and acknowledged before me this ____ day of _____, 20__, by _____. He/She/They is/are personally known to me or has/have produced a _____ driver's license or _____ as identification.

My Commission Expires:

Notary Public, State of _____
Name: _____
Number: _____

The undersigned Owner of the subject Dock Unit represents and agrees that (a) the attached copy of the Contract, Assignment or Lease, and any Addenda, Riders and Exhibits thereto, is a true, correct and complete copy thereof and (b) in the case of a Lease, the undersigned Owner shall be jointly and severally liable with the Applicant for compliance with all covenants, conditions, restrictions, rules and regulations applicable to Cocoplum Yacht Club, all as may be amended from time to time.

OWNER

OWNER

DATE: _____