

Villa Santa Cruz

Shareholder Rentals

Please follow these steps in order:

1. Submit a request for availability (to determine if there are any unused rental slots) and a \$120 check payable to Villa Santa Cruz. If all available rental slots are taken, you will be notified and your check returned. If there is availability and the process begins, the check is non-refundable, regardless of whether you end up renting or not.
2. Submit an **Application to Lease** to the office. Complete the front and date the back. If this is approved, go to step 3.
3. Contract a licensed property manager or request a waiver in writing to manage the rental yourself.
4. Submit the following documents (all at the same time) to the Board for review and approval:
 - a. Completed Application for Tenant Renting from Member
 - b. Completed, signed Lease Agreement between Member and potential tenant.
 - c. Property Management Contract or proof of waiver from Board.
 - d. Proof of Insurance: Tenant must provide proof of renter's insurance and Member must provide proof of renter's insurance or a homeowner's insurance rider naming Villa Santa Cruz Cooperative, Inc. as additionally insured.Allow 14 days for Board Review. If your paperwork is complete and approved, you will be scheduled to meet with a Board representative(s) to sign the Consent To Lease Agreement.
If your paperwork is incomplete you will be requested to complete it and resubmit it. If your application is denied, the process ends here.
5. If approved by VSC, VSC will provide you with an Approved for Tennant form for you to provide to Shoreline to begin the vetting process.

After you've been approved by Villa Santa Cruz, follow the instructions below for getting your tenant vetted:

1. Submit your signed Approved for Tenant form to Shoreline Property Management.
2. Shoreline will respond with a Tenant Authorization form for you to complete and return along with a check for \$87.50 for each person who is being vetted, payable to Shoreline Prop Mgmnt / Manor.
3. Shoreline will respond with an Application for Residency to be returned along with a copy of a driver's license or ID Card and an official document showing the Social Security number, along with a check for \$75 for each person who will be living in the home, payable to Shoreline Prop Mgmnt / Manor.
4. Shoreline will provide the results of the background check to VSC.

Please note:

- Expect the background checks to take up to 30 days.
- Once they are completed, Shoreline will inform VSC, and you will be notified of the results.
- There is no guarantee that your prospective tenant will be approved and all fees are non-refundable.**

Name: _____ Space # _____

[illegible]

REQUEST TO LEASE
(Not applicable to Housemates; Companions; Caregivers or Care-Recipients)

RECITALS

- A. A Shareholder who wishes to lease his/her Property within the next ensuing one hundred twenty (120) days may submit a Request to Lease ("**Request**") to the Office Manager.
- B. Article XII the Cooperative's Rules and Regulations provides that out of the 121 Separate Interests in the Park, **no more than 31 Separate Interests shall be rented or leased.**
- C. A Request will be considered only if the applicant/Shareholder is in good standing in connection with the payment of all assessments, property taxes, fees and charges owed to the Cooperative, and in compliance with the Governing Documents.
- D. The Board or its designee will consider the Request ("**Approval**") if 31 or fewer Properties are rented or leased within the Park.

REQUEST

- 1. Each undersigned Shareholder has received and reviewed Article XII of the Rules and Regulations of the Cooperative ("**Rental Rules**"), and agree to comply with said Rental Rules.
- 2. Each undersigned Shareholder desires to lease his/her Property within the next ensuing one hundred twenty (120) days.
- 3. Each undersigned Shareholder acknowledges that no more than 31 Properties in the Park may be leased or rented.
- 4. The purpose of the Request is to determine if 31 or fewer Properties are rented or leased within the Park.
- 5. Each undersigned Shareholder acknowledges and agrees that unless a variance is granted by the Board for good cause, the Landlord shall list his/her Property with a local licensed property manager approved by the Board. Unless waived by the Board for good cause, a licensed property manager shall be under contract with the Landlord for the entire term of the lease and any extensions. The Landlord is solely responsible for the payment of all fees and costs charged by his/her property manager.
- 6. Each undersigned Shareholder acknowledges that all Tenants must be 55 years of age or older.

Address of the Property: _____

Names and signatures of all Shareholders, mailing address and contact information for each Shareholder NOTE: ALL SHAREHOLDERS MUST SIGN THIS REQUEST TO LEASE.

Phone: _____
e-mail: _____

Phone: _____
e-mail: _____

Phone: _____
e-mail: _____

RESPONSE TO APPLICATION

A Request will be considered only if the applicant/Shareholder is in good standing in connection with the payment of all assessments, property taxes, fees and charges owed to the Cooperative, and in compliance with the Governing Documents.

The Applicant/Shareholder IS _____ / IS NOT _____ in good standing. (Explanation Attached)

If the Applicant/Shareholder is in good standing, then the Request is:

_____ APPROVED because 31 or fewer Properties are rented or leased within the Park

_____ NOT APPROVED because more than 31 Properties are rented or leased within the Park.

If the Request is approved, the Landlord shall submit a complete Application to Lease to the Board within 120 days of the date of the Approval. If a complete Application to Lease is not submitted to the Board within 120 days of the date of the Approval, the Approval shall be null and void and the Landlord must submit a new Request, unless such deadline is extended by the Board or Management on a case by case basis for good cause.

Signed: _____

_____ Date

APPLICATION TO LEASE

Each undersigned Shareholder hereby requests that the Cooperative approve the Tenant(s) listed below for occupancy in the Property. Each Tenant must be at least 55 years of age.

Name of Shareholder: _____

Name of Shareholder: _____

Name of Shareholder: _____

Address of the Property: _____

Name(s) of Tenant: _____ Age: _____

_____ Age: _____

_____ Age: _____

Mailing address and contact information for each Tenant

Phone: _____

e-mail: _____

Phone: _____

e-mail: _____

Mailing address and contact information for the applicant/Shareholder

Phone: _____

e-mail: _____

The Application to Lease is conditioned on the following requirements:

1. The proposed Landlord is solely responsible for listing the Property with a qualified real estate broker or property manager; and selecting, screening and approving his/her Tenants, including but not limited to credit checks, background checks, and/or criminal background checks.
2. Notwithstanding the foregoing, the proposed Tenants will be screened by the Cooperative's property manager consistent with the procedures for screening new Shareholders. The proposed Landlord submitting the Application to Lease shall pay all fees and costs associated with the screening of Tenants, including fees charged by the Cooperative's property manager. The proposed Tenants shall supply all information requested by the Cooperative's property manager.

3. The Application to Lease shall contain the names, addresses and other information required by the Board. Each proposed Tenant shall complete and sign the Age Qualifying Affidavit under penalty of perjury and provide copies of his/her drivers' licenses or other documentation verifying the age of the Tenant, to the Office Manager.

4. Each Tenant shall meet with a Board member, authorized committee member or the Office Manager prior to occupancy.

5. The proposed Landlord shall provide a copy of the proposed unsigned lease between Owner and Tenant. The lease shall be in a form approved by the Board. THE LEASE SHALL NOT BE VALID UNLESS AND UNTIL THE APPLICATION TO LEASE IS APPROVED.

Dated: _____

This Application to Lease is executed by the undersigned Shareholders who own the Property described above.

Phone: _____
e-mail: _____

Phone: _____
e-mail: _____

Phone: _____
e-mail: _____

RESPONSE TO APPLICATION TO LEASE

An Application to Lease will be considered only if the applicant/Shareholder is in good standing in connection with the payment of all assessments, property taxes, fees and charges owed to the Cooperative, and is in compliance with the Governing Documents.

The Applicant/Shareholder IS _____ / IS NOT _____ in good standing.

If the Applicant/Shareholder is in good standing, then the Application to Lease is:

_____ REJECTED as incomplete (Explanation Attached)

_____ APPROVED

_____ NOT APPROVED (Explanation Attached)

Signed: Board President or Designee

Date

Age Qualifying Affidavit

(PLEASE PRINT CLEARLY)

Address _____ Date _____

Tenant Names:

Full Name: _____ Date of birth: _____ Age: _____

Move in date (month/year): _____

Full Name: _____ Date of birth: _____ Age: _____

Move in date (month/year): _____

Full Name: _____ Date of birth: _____ Age: _____

Move in date (month/year): _____

DECLARATION UNDER PENALTY OF PERJURY

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Date)

(Signature of Tenant)

(Print Name)

(Signature of Tenant)

(Print Name)

Each Tenant shall provide evidence of age through documentation such as a driver's license or birth certificate.

CONSENT TO LEASE AGREEMENT

This Consent to Lease ("Agreement") is made this _____ day of _____, 20____, by and between Villa Santa Cruz Cooperative, Inc. (the "Cooperative");

_____, (collectively,
"Landlord"); and

_____,
(collectively, "Tenant").

RECITALS

A. The Cooperative is a resident-owned mobile home park and stock cooperative serving as a homeowner's association located at 2435 Felt St, Santa Cruz, CA 95062 (the "Park").

B. Landlord has received approval from the Board to lease Landlord's home and Space # _____ ("Property") in the Park to the Tenants, subject to the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Governing Documents and Applicable Laws. Tenant acknowledges receipt of a copy of the Park's Conditions, Covenants and Restrictions; Bylaws; and the Rules and Regulations, including the Rental Rules and Regulations (collectively, "Governing Documents"). Tenant shall strictly comply with the Governing Documents and all applicable laws, statutes, ordinances, now or later in force pertaining to the use and occupancy of the Property.

2. Compliance. Landlord shall be responsible for ensuring Tenant's compliance with the Governing Documents. The foregoing, however, shall in no way impair the Cooperative's right to bring any action against the Landlord and/or Tenant for any violation of the Governing Documents or the Consent to Lease Agreement. Should Landlord fail to bring the Tenant into compliance with the Governing Documents, the Cooperative may, after fifteen (15) days written notice to Landlord, pursue all remedies available under law or equity against Landlord and/or the Tenant, and in that event, Landlord shall reimburse the Cooperative for all costs and expenses incurred by the Cooperative relating to such enforcement, including reasonable attorneys' fees. Landlord and Tenant shall be jointly and severally liable for the performance of Tenant's obligations under the Governing Documents and the Consent to Lease Agreement.

3. Payments to be made by Landlord.

(a) **Payments by Landlord.** Landlord shall pay directly to the Cooperative all assessments, property taxes, utility payments and other charged as provided in the Governing Documents (collectively, "**Assessments and Charges**"). The Cooperative is not required to accept such payments from Tenant.

(b) Assignment of Rents as Security for Landlord's Payment. As security for the payment by Landlord to the Cooperative of all Assessments and Charges, Landlord hereby absolutely and unconditionally assigns to the Cooperative all of Landlord's right, title and interest in and to all current and future leases and rents upon Landlord's default in the payment of any Assessments and Charges owed to the Cooperative.

4. Indemnification.

(a) Indemnification of Cooperative. To the fullest extent permitted by law, Landlord and Tenant shall, at their expense and with counsel reasonably acceptable to the Cooperative, indemnify, defend, and hold harmless the Cooperative and its officers, directors, agents and employees ("**Cooperative Parties**") from and against all Claims, as defined in section (b) below, from any cause, arising out of or relating (directly or indirectly) to the lease; the tenancy created under the lease; Tenant's use or occupancy of the Property; or Tenant's use or occupancy of the Park, the Common Area, the Common Facilities, or any portion thereof; or any breach or default in performance of any obligation on Tenant's part to be performed under the lease, the Consent to Lease Agreement or the Governing Documents, including obligations which survive expiration or earlier termination of the lease or the Consent to Lease Agreement.

(b) Definition of Claims. For purposes of this Agreement, Claims ("**Claims**") means any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorney fees actually incurred).

(c) Type of Injury or Loss. This indemnification extends to and includes Claims for:

- (i) Injury to any persons (including death at any time resulting from that injury);
- (ii) Loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction); and
- (iii) All economic losses and resulting damage of any kind.

(d) Exceptions. The indemnification obligations set forth in this Article shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against the Cooperative was proximately caused by the willful misconduct of the Cooperative.

(e) Indemnification Independent of Insurance Obligations. The indemnification provided in this Article may not be construed or interpreted as in any way restricting, limiting, or modifying Tenant's insurance or other obligations under the lease and is independent of Tenant's insurance and other obligations. Tenant's compliance with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit, or modify Tenant's indemnification obligations under the lease.

(f) Survival of Indemnification. This Article shall survive the expiration or earlier termination of the lease and the Consent to Lease Agreement until all claims against the Cooperative Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

5. Landlord's Insurance. Landlord shall obtain and maintain property/casualty insurance covering the full replacement value of the Property, with liability insurance with limits of at least Three Hundred Thousand (\$300,000) per occurrence.

6. Tenant's Liability Coverage.

(a) **Renters Insurance; Additional Insured.** Tenant shall maintain renters' insurance covering the Tenant's personal property, and liability insurance with limits of at least Three Hundred Thousand (\$300,000) per occurrence. The Cooperative Parties shall be named by endorsement as additional named insureds under Tenant's general liability coverage.

(b) **Primary Insurance Endorsements for Additional Insureds.** Tenant's general liability insurance policy shall be endorsed as needed to provide that the Tenant's insurance is primary and that all insurance carried by the Cooperative is strictly excess and secondary and shall not contribute with Tenant's liability insurance.

(c) **Scope of Coverage for Additional Insureds.** The coverage afforded to the Cooperative Parties must be at least as broad as that afforded to Tenant and may not contain any terms, conditions, exclusions, or limitations applicable to the Cooperative Parties that do not apply to the Tenant.

(d) **Delivery of Certificate, Policy, and Endorsements.** Before any Tenant occupies the Property, prior to the lease commencement date, and annually thereafter or upon renewal, Tenant shall deliver to the Cooperative's Office Manager a certificate of insurance and the endorsements referred to in this Article evidencing compliance with the insurance requirements.

7. Exculpation. To the fullest extent permitted by law, Tenant shall waive all claims (in law, equity, or otherwise) against the Cooperative Parties arising out of, knowingly and voluntarily assumes the risk of, and agrees that the Cooperative Parties shall not be liable to Tenant, its invitees or guests for any of the following: (a) injury to or death of any person; or (b) loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause; or (c) claims arising from or in any way relating to any action taken by the Cooperative to enforce (or not enforce) the Governing Documents. This exculpation clause shall not apply to claims against Cooperative Parties to the extent the injury, loss, damage, or destruction was proximately caused by the Cooperative's willful misconduct. This exculpation clause shall survive expiration or termination of the Consent to Lease Agreement or the lease.

8. Unlawful Detainer. If Tenant violates any provision of the Governing Documents or the Consent to Lease Agreement, after not less than fifteen (15) days' written notice of default given in the manner required by law, the Cooperative, at the Cooperative's option, may terminate all rights of Tenant under the lease, unless Tenant, within the time specified, cures the default, if such default may be cured. Because the Cooperative is the owner of the land within the Park, the Cooperative may (but is not required to) bring an action in its own name and/or in the name of the Owner to terminate the lease, have Tenant evicted and/or to recover damages. If the court finds that Tenant is violating or has violated any of the provisions of the Governing Documents, the lease or the Consent to Lease Agreement, the court may find Tenant guilty of unlawful detainer notwithstanding the fact that the Owner is not the plaintiff in the action and/or Tenant is not otherwise in violation of Tenant's lease. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies in law or equity available to the Cooperative.

9. Attorneys' Fees. In any legal action concerning the enforcement of the Governing Documents, the Consent to Lease Agreement, or the lease, the prevailing party shall be entitled to all costs incurred in connection with that action, including reasonable attorneys' fees.

10. Waiver. No failure of the Cooperative to enforce any term of the Consent to Lease Agreement shall be deemed a waiver.

11. Partial Validity; Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of these Rules shall be valid and be enforced to the fullest extent permitted by law.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A signature by facsimile shall be treated as an original.

IN WITNESS WHEREOF, the Cooperative, the Landlord and Tenant have executed this Agreement as of the date first above written.

Cooperative

Landlord

Tenant

