

## Single Family Homes Transfer of Membership /Lease Packet Policy & Procedures

**Effective 12.21.2023**

**Leasing Policies:**

- A living unit may not be rented or leased more than twelve (12) times per year.
- The minimum allowable lease period shall be thirty (30) consecutive days.
- A lease may not begin sooner than thirty (30) days after the first day of occupancy under the last previous lease.
- The lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with copies of government issued photo IDs, and the completed Transfer of Membership Application Forms.
- Subleasing or assignment of the lease rights is not allowed.
- Only the lessee and the lessee's spouse, if any, and their dependent, unmarried children, who live with their parents, may occupy the Living Unit during a lease.
- It is the homeowner's responsibility to provide all the Rules and Regulations to tenants and guests, as all the provisions of the Governing Documents and the Rules and Regulations of the Association will be applicable and enforceable against any person occupying a Living Unit.
- Each Living Unit is allotted 8 guest passes per year. The homeowner has the right to limit or prohibit the amount of guest passes their renter is allowed to acquire for the duration of the renter's lease.

**Leasing Procedures:**

- The transfer fees will be charged to the homeowner's Bonita National member charging account. These fees are NON-REFUNDABLE & are subject to change.
- Transfer Fees for a Social Membership (Mandatory):
  - One month: \$400 plus 6.5% applicable tax
  - Two months: \$325 plus 6.5% applicable tax
  - Three – Five months: \$300 plus 6.5% applicable tax
  - Six months – One year: \$250 plus 6.5% applicable tax
- Transfer fee for a Golf Membership is an additional \$500 plus 6.5% applicable tax
- Transfer of Membership packets received under the required 15 days will be charged an additional \$100 expediting fee, which will be completed within 3 business days.
- Applications that are received incomplete will be returned to the homeowner for completion.
- A completed application includes (Transfer Packet Checklist):
  - The Bonita National Transfer of Membership Packet (5 pages)
  - Signed Lease Agreement between the homeowner and renter
  - Copy of the drivers' licenses or passports for all occupants
- If the rental property is a multi-family home, it is the homeowner's responsibility to reach out to the sub-association to inquire if an additional application may be required.

By my signature, I acknowledge that I have read, understand, and agree to the policies and procedures of Transferring my membership at Bonita National Golf and Country Club as defined in the Transfer of Membership/ Lease Forms packet that I have received. I understand when transferring of membership privileges, I will no longer be able to exercise those privileges during that time. It is my intent to transfer the unit's privileges to the transferee listed in this document. Members found to be in violation of the transfer of membership/lease policy will have the proper fees immediately billed to their account and will be subject to both an appearance before the Board of Directors and/or fines. Further penalties could include suspension of all club privileges for up to a year if the policy violations continue. I certify that I have provided the transferee/renter(s) the following: Copies of all the Rules & Regulations, & Use Restrictions (specifically parking, commercial vehicles, pets); Key Contact Numbers for Community (Management Companies); Trash Pickup Schedule, Mailbox Key and Mailbox Information & Instructions. I understand that failure to comply with this is a violation of the Declaration of Covenants, Conditions & Restrictions for the Bonita National Community, and may result in the denial of your transfer application.

**SIGNATURE OF HOMEOWNER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SIGNATURE OF HOMEOWNER:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# Single Family Home Transfer of Membership/Lease Application Form

Please clearly print or type information, so we may accurately process your request.  
Please fill out completely, failure to do so will result in denial of this request.

### UNIT OWNER INFORMATION:

Name of Owner/Member: \_\_\_\_\_

MEMBER# \_\_\_\_\_ MEMBERSHIP TYPE (Please Check): **SO**CIAL (no golf privileges) \_\_\_\_\_ **GO**LFGOLF \_\_\_\_\_

Bonita National Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Are you allowing the tenant to acquire guest passes?  Yes  No

If yes, how many \_\_\_\_\_? (Each home is allotted 8 per year.)

\*If using an agency: Name of Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### TRANSFER/LEASE INFORMATION:

Starting Date: \_\_\_/\_\_\_/\_\_\_ Ending Date: \_\_\_/\_\_\_/\_\_\_ Transferring Golf Membership?  Yes  No  
MM DD YYYY MM DD YYYY Transferring use rights to common areas?  Yes  No

**Names of Transferee/Lessee:** Only the lessee and the lessee's spouse, if any, and their dependent, unmarried children, who live with their parents, may occupy the Living Unit during a lease.

1. \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

2. \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Street City State/Zip Country

**Name(s) of Dependent(s) (21 years old & under), that will be living in the home:** (The fees include 2 member ID cards)

1. \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_ Cell Phone: \_\_\_\_\_  
MM DD YYYY

2. \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_ Cell Phone: \_\_\_\_\_  
MM DD YYYY

3. \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_ Cell Phone: \_\_\_\_\_  
MM DD YYYY

4. \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_ Cell Phone: \_\_\_\_\_  
MM DD YYYY

### Vehicle Information:

The fees include ONE barcode sticker for a personal vehicle (NOT RENTALS.)

Vehicle Information: \_\_\_\_\_  
Make Model Year Color Tag State

RENEWAL (if applicable) Barcode Reactivation #: \_\_\_\_\_

I, the renter(s) or tenant(s), understand that I have all the privileges of the member during the time the lease/rental is transferred to me, and I accept all the Rules and Regulations that come with those privileges. Violation of the Rules and Regulations could result in suspension of all club privileges. I acknowledge and understand that the Club's Board of Directors may adopt a golf and use fee schedule which is different for owners than tenants exercising membership rights, and that said schedule may change from time to time.

SIGNATURE OF TRANSFEREE/LESSEE: \_\_\_\_\_ Date: \_\_\_\_\_

SIGNATURE OF TRANSFEREE/LESSEE: \_\_\_\_\_ Date: \_\_\_\_\_



# Pet Registration Form

**(Please write NA if this form does not apply to you and provide your signature for acknowledgement)**

Pet Owner Name(s): \_\_\_\_\_

Bonita National Address: \_\_\_\_\_

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

## Pet Policy

### General Requirements

- All pets must be registered with the administrative office using the Pet Registration form.
- Pets must be registered, licensed, and inoculated as required by law.

### Type & Number of Pets Allowed

- A member, family, guest, tenant, invitee in each Living Unit may Keep not more than two (2) pets of a normal domesticated household type (cats and dogs) in the living unit.
- Birds in cages and fish in aquaria are permitted.

### Prohibited Animals and/or Activities

- No reptiles, amphibians, poultry, swine, or livestock may be kept on the property.
- No pets or animals may be brought, kept, bred, or maintained on the properties for any commercial purpose – including but not limited to boarding, grooming, and breeding.
- Any aggressive breeds.

### Care and Management of Pets

- Each pet owner shall be required to clean up after his or her pet.
- Pets must be leashed, or hand carried at all times.
- Pets may not be left unattended or leashed in yards, patios, or screened lanais.
- Pets shall not be permitted in any of the common areas unless under leash. Except for service animals, pets are not permitted in any Bonita National amenity (Tennis, Fitness, Spa, Pool, Clubhouse, Golf, Dining).

### Restrictions, Responsibilities, and Consequences

- The board may restrict the locations where pets may be walked.
- Each member by acquiring a living unit agrees to indemnify the association and hold it harmless against any loss or liability resulting from his or her pet.
- Violations are subject to fines and suspensions, and may result in citations, pet impoundment and other penalties under the Lee County Animal Control Ordinance #14-22.

### Pet Information: Please provide a picture if possible

Pet 1 Name: \_\_\_\_\_ Gender (Circle One): Male / Female

Date of Birth: \_\_\_\_\_ Weight: \_\_\_\_\_ lbs

Breed/ Description: \_\_\_\_\_

Pet 2 Name: \_\_\_\_\_ Gender (Circle One): Male / Female

Date of Birth: \_\_\_\_\_ Weight: \_\_\_\_\_ lbs

Breed/ Description: \_\_\_\_\_

*I am/ We are/ aware of the Association rules, regulations, and restrictions regarding pets on the property and agree to abide by them.*

Pet Owner Signature(s): \_\_\_\_\_



**WAIVER OF LIABILITY**

**This form must be signed and included in the packet to have access to the amenities.**

This Agreement waives the liability of **Bonita National Homeowner’s Association, Inc.** (“Association”) for the undersigned to use facilities and services available through the Association, including but not limited to use of any and all equipment in the fitness center/aerobic center, whether individually, with personal training sessions or group sessions, as well as any classes attended in the entire center, fitness or aerobic. All such use of use of facilities and services shall be referred to as the “Activity.”

PLEASE READ CAREFULLY AND SIGN BELOW.

1. I, the party named below wish to participate in the Activity as noted herein.
2. I hereby agree that participation in the Activity is at my own risk. I understand that interacting with owners, residents, guests, tenants, lessors, employees or agents of the Association, or any other persons while participating in the Activity is at my own risk. I acknowledge that the Association makes no representation as to the health conditions of any such persons and if any such persons may currently have or previously been exposed to any virus, pathogen, contagion, influenza, pandemic, epidemic, or other communicable disease.
3. As a condition of participating in the Activity, I, my heirs, and assigns, expressly agree to forever discharge, waive and release the Association, its officers, directors, management, staff, and/or employees, and all of their heirs, successors and assigns (collectively “Released Persons”) from any and all claims, demands, injuries, liabilities, actions, causes of action and from all acts of active or passive negligence on the part of the Association and Released Persons on account of any and all injuries or damages, including but not limited to bodily injury, mental injury and/or property damage from any event, mishap, accident, loss, damage or injury suffered by myself resulting from or connected with or caused by participation in the Activity. I further agree to defend, indemnify and hold harmless the Association and all Released Persons from any and all claims, losses and liabilities, including attorney’s fees, arising from, connected to any Activity, or my permitting or suffering any third party to enter the premises as my family member, guest, or invitee from and participating in any Activity.
4. I agree that I am voluntarily participating in the Activity and assume all risks of injury, illness, or death. The Association and Released Persons are not responsible for any loss of or damage to my person or property. This Waiver and release of liability includes, without limitation, all injuries which may occur as a result of my participation in the Activity. To the fullest extent provided by law this Waiver and release and indemnity is also for negligence on part of the Association and Released Persons.
5. The undersigned acknowledges that but for the execution of this Waiver release that the Association would not agree to permit my participation in an Activity. Further, the undersigned acknowledges that the execution of this Waiver and release is specific consideration for participation in the Activity. This Waiver and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Waiver shall be Lee County, Florida. If any portion of this Waiver shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Waiver and release from liability shall remain in full force and effect and the offending provision or provisions severed.

**I have read and understand the above and foregoing and acknowledge my consent to terms of this Waiver and Release for myself.**

_____	_____	_____
Print Name (Transferee/Lessee)	Signature	Date

_____	_____	_____
Print Name (Transferee/Lessee)	Signature	Date



**WAIVER OF LIABILITY FOR GUARDIANS AND MINORS**

**(Please write NA if this form does not apply to you and sign)**

This Agreement waives the liability of **Bonita National Homeowner’s Association, Inc.** (“Association”) for the undersigned to use facilities and services available through the Association, including but not limited to use of any and all equipment in the fitness center/aerobic center, whether individually, with personal training sessions or group sessions, as well as any classes attended in the entire center, fitness or aerobic. All such use of use of facilities and services shall be referred to as the “Activity.”

PLEASE READ CAREFULLY AND SIGN BELOW.

1. I, the Guardian named below, and the below named Minor, wish to participate in the Activity as noted herein.
2. We hereby agree that participation in the Activity is at our own risk. We understand that interacting with owners, residents, guests, tenants, lessors, employees or agents of the Association, or any other persons while participating in the Activity is at our own risk. We acknowledge that the Association makes no representation as to the health conditions of any such persons and if any such persons may currently have or previously been exposed to any virus, pathogen, contagion, influenza, pandemic, epidemic, or other communicable disease.
3. As a condition of participating in the Activity, we, our heirs, and assigns, expressly agree to forever discharge, waive and release the Association, its officers, directors, management, staff, and/or employees, and their heirs, successors and assigns (collectively “Released Persons”) from any and all claims, demands, injuries, liabilities, actions, causes of action and from all acts of active or passive negligence on the part of the Association and Released Persons on account of any and all injuries or damages, including but not limited to bodily injury, mental injury and/or property damage from any event, mishap, accident, loss, damage or injury suffered by myself resulting from or connected with or caused by participation in the Activity.
4. We agree that we are voluntarily using these facilities and assume all risks of injury, illness, or death. The Association is not responsible for any loss of or damage to our persons or property. This Waiver and release of liability includes, without limitation, all injuries which may occur as a result of participation in the Activity.
5. The undersigned acknowledges that but for the execution of this Waiver and release that the Association would not agree to permit my participation in an Activity. Further, the undersigned acknowledges that the execution of this Waiver and release is specific consideration for participation in the Activity. This Waiver and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Waiver shall be Lee County, Florida. If any portion of this Waiver shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Waiver and release from liability shall remain in full force and effect and the offending provision or provisions severed.

**NOTICE TO THE MINOR CHILD’S GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE ASSOCIATION USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM THE ASSOCIATION IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE ASSOCIATION HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

_____	_____	_____
Print Guardian Name	Signature	Date
_____	_____	_____
Print Guardian Name	Signature	Date

## 2024 Bonita National Golf Rates

*No Guests Before 11:00 AM January 1 to April 30*

<b>***All Rates are Subject to Sales Tax***</b>		
	Nov. 1 - April 30	May 1 - Oct 31
<b>Transfer Member</b>		
18 Hole	\$100	\$50
9 Hole	\$60	\$30
Walking	\$15	\$15
<b>Guest of Transfer Member</b>		
18 Hole	\$120	\$60
9 Hole	\$65	\$37
Walking	\$15	\$15
<b>Additional Fees</b>		
Member Range Fee (January 1 - April 30)		\$10
Range Guest		\$10
Handicap Fee (Required for Bonita National Event Participation)		\$30