



PRIMARY TENANT LAST NAME

Tenant Guest Form

MUST BE SUBMITTED BY SPONSORING EQUITY MEMBER FIVE (5) BUSINESS DAYS BEFORE ARRIVAL DATE.

TENANT GUEST NAMES	DATE OF BIRTH (MM/DD/YY)	ARRIVAL DATE (MM/DD/YY)	DEPARTURE DATE (MM/DD/YY)
Name of Primary Tenant Guest (must match name on credit card)			

PRIMARY TENANT CELL PHONE #: _____ EMAIL: _____

RENTAL TYPE: MAY - OCTOBER (MIN. 2-MONTH) OR NOVEMBER - APRIL (MIN. 4-MONTH) TOTAL DAYS: _____

PRIMARY TENANT BILLING ADDRESS:

All Tenants agree to pay \$250 + tax per day for one or two guests in the same party, plus \$100 + tax per day for each additional guest age 18 and over, for the duration of lease for units with a Membership in good standing that is solely designated to that unit.*

If the unit being rented does not have a Membership specifically designated for it, a \$350 + tax per day for one or two guests in the same party will be applicable, plus \$100 + tax per day for each additional guest age 18 and over, for the duration of the lease.*

PLEASE NOTE THAT ALL UNITS MUST BE OWNED BY AN EQUITY MEMBER IN GOOD STANDING TO QUALIFY FOR TENANT GUEST PRIVILEGES AT THE CLUB.

If lease is for more than 60 days, Tenant is considered Long-Term, and agrees to pay \$2,500 + tax, in addition to above daily fees.*

All Tenants must present a valid credit card to open a temporary charge account. Tenant agrees to pay for all charges to the temporary charge account. A copy of the lease and proof of applicable condominium association lease approval (not applicable to Seaside Villas and Seaside Village short-term rentals) must be presented with this completed Tenant Guest Form. Greens fees and cart fees for golf and court fees for tennis will apply when using these amenities (limit of 5 golf rounds per guest, per year). Admission to the spa is included in the daily fee.

**If Tenant rents for more than 60 cumulative days and does so more than two (2) times in any three (3) consecutive Membership years, or if the Tenant rents for a cumulative total of more than 210 days, Tenant is no longer eligible for guest privileges.*

Fisher Island Club reserves the right to assign black-out dates, immediately preceding and immediately following holidays, and times for dining at the Beach Club and other restaurant venues during peak times so that Equity Members may be served. Guests may be asked to dine at other venues as designated by the Club.

THE UNDERSIGNED, [_____] (“TENANT”), IS OR ARE A PARTY TO A LEASE AGREEMENT (THE “LEASE”) WITH [_____] (“EQUITY MEMBER”), FOR THE LEASE OF THAT CERTAIN PROPERTY LOCATED AT [_____], FISHER ISLAND, FLORIDA 33109 (THE “UNIT”).

As Tenant of the Unit, the Undersigned hereby acknowledges that:

- **Each tenant/guest must have their own guest card with them at all times while using the Club Facilities. The Club reserves the right to require identification by each guest.**
- the Unit is rented directly from the Unit Owner/ Sponsoring Equity Member
- the Unit is NOT owned, operated or managed by, nor is the Unit rented through, the Fisher Island Club Cottages (the “Club Cottages”); Fisher Island Club, Inc., nor a Florida not for profit corporation (the “Club”).
- Tenant/guest privileges to use the Club Facilities are extended subject to the rules and regulations of Club as may be amended from time to time; and
- Tenant/guest privileges to use the Club Facilities may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club in its sole and absolute discretion; and
- It is the Club’s policy that images of the Club’s name, the Club’s logo, the Club Facilities or any of the Club’s Members cannot be used for commercial purposes, including, without limitation, in any publication, literature or advertisement (whether digital or otherwise) without the express prior written approval of the Club or the Member. If consent is given, such images shall not be used in any manner that will hold the Club, its Members, directors, officers, employees, agents and guests in an offensive manner. Use of a Member’s image or likeness without the express consent of such Member shall be a violation of the Club’s policy and may be a violation of Florida Statutes, §540.08. Failure to comply with the Club’s policy will result in the immediate revocation of the tenant guest card(s) issued, and the Club will pursue all legal remedies available to it.
- **Any and all complaints or requests for service to the Unit, such as those involving repairs or replacements, should be directed to the Equity Member or his or her representative and NOT to the Club or Club Cottages.**

IN CONSIDERATION FOR GRANTING PRIVILEGES TO USE THE CLUB FACILITIES, THE UNDERSIGNED TENANT AGREES TO INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS THE CLUB, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “CLUB INDEMNIFIED PARTIES”) FROM ANY AND ALL CLAIMS, COUNTERCLAIMS, SUITS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, SETOFFS, FINES, ATTACHMENTS, JUDGMENTS, DEBTS, LOSSES, LIABILITIES, DAMAGES, COSTS, EXPENSES OR OTHER LIABILITIES (INCLUDING ATTORNEYS’ FEES, EXPERT WITNESS FEES, LITIGATION EXPENSES, AND COURT OR OTHER COSTS INCURRED IN ANY PROCEEDING) (COLLECTIVELY, “LOSSES”) OF ANY NATURE WHATSOEVER AND WHETHER ARISING FROM OR RELATED TO THE UNDERSIGNED TENANT’S USE OF THE CLUB’S FACILITIES BY THE TENANT, THE TENANT’S DEPENDENTS (WHETHER MINOR OR NOT), THEIR GUESTS, PERMITTEES, AND/OR AGENT, OR THE NEGLIGENCE (OF ANY SPECIES OR DEGREE) OF THE CLUB INDEMNIFIED PARTIES, WHETHER PASSIVE OR ACTIVE.

We thank you for your understanding of the foregoing.

TENANT FULL NAME: _____ TENANT FULL NAME: _____

TENANT SIGNATURE: _____ TENANT SIGNATURE: _____

DATE: _____ DATE: _____

DISCLOSURE FOR BACKGROUND CHECK

Disclosure:

Fisher Island Club, Inc., a Florida not for profit corporation, may obtain information about you using Thompson Reuters™, a company that provides access to public records within the United States. Therefore, you may be the subject of an investigative consumer report which may include information about your character, general reputation, personal characteristics and/or mode of living. These reports may contain information regarding your criminal history, motor vehicle records, or other background checks. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative report. You should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative report. By signing this document, you agree you have read and understand this disclosure.

TENANT FULL NAME: _____ TENANT SIGNATURE: _____

DATE OF BIRTH: _____ DRIVER'S LICENSE #: _____

HOME ADDRESS: _____ DATE: _____

ACKNOWLEDGMENT AND AUTHORIZATION

Authorization:

I acknowledge receipt of the above disclosure and certify that I have read and understand the above disclosure. I hereby authorize Thompson Reuters™, for or on behalf of Fisher Island Club, Inc., and Fisher Island Club, Inc. to obtain the background check or investigative report at any time after receipt of this authorization and throughout my membership period at Fisher Island Club, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, insurance company, or other party to furnish any and all background information requested by Fisher Island Club, Inc. I agree that a facsimile or electronic or photographic copy of this Authorization shall be as valid as the original.

TENANT SIGNATURE: _____ DATE: _____

<p><u>State of Washington applicants and/or residents only:</u> You have the right to receive a complete and accurate disclosure of the nature and scope of any investigative consumer report as well as a written summary of your rights and remedies under Washington law.</p>
<p><u>New York applicants and/or residents only:</u> You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly.</p>
<p><u>California applicants and/or residents only:</u> By signing above, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law. <input type="checkbox"/></p>

UNIT OWNER/ SPONSORING EQUITY MEMBER ACKNOWLEDGEMENT

Unit Owner/ Sponsoring Member acknowledges that their unit being rented has an Equity Membership in good standing attached to it. Sponsoring Member is responsible for the actions of each Tenant/Guest. Any violation of the Club's Rules and Regulations by the Tenant or Tenant's Guest may subject the Sponsoring Member to disciplinary action against the Sponsoring Equity Member by the Rules and Regulations Committee. Sponsoring Member acknowledges responsibility for all charges incurred by each Tenant/Guest which remain unpaid after the customary billing and collection procedure of the Club and for the department of each Tenant/Guest.

IN CONSIDERATION FOR GRANTING PRIVILEGES TO USE THE CLUB FACILITIES, THE UNDERSIGNED AGREES TO INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS THE CLUB INDEMNIFIED PARTIES FROM ANY AND ALL LOSSES OF ANY NATURE WHATSOEVER AND WHETHER ARISING FROM THE SPONSORING EQUITY MEMBER'S TENANT'S USE OF THE CLUB'S FACILITIES OR THE NEGLIGENCE (OF ANY SPECIES OR DEGREE) OF THE CLUB INDEMNIFIED PARTIES, WHETHER PASSIVE OR ACTIVE.

PLEASE NOTE: Member is responsible
for clearing tenants through FICA Security

MEMBER INITIALS

UNIT OWNERS/ SPONSORING EQUITY MEMBERS:

FULL NAME (PRINTED): _____

FULL NAME (PRINTED): _____

SIGNATURE: _____

SIGNATURE: _____

UNIT #: _____

EQUITY MEMBERSHIP #: _____

DATE: _____

FOR CLUB ADMINISTRATIVE USE ONLY

- MEMBERSHIP IN GOOD STANDING CONDO ASSOCIATION APPROVAL COPY OF LEASE
 FORM 100% COMPLETE TENANT NAME(S) MATCH LEASE BACKGROUND CHECK(S) APPROVED
 PHOTO ID MATCHED CREDIT CARD

MEMBERSHIP STAFF SIGNATURE: _____ DATE: _____

DIR. OF MEMBERSHIP OR GENERAL COUNSEL SIGNATURE: _____ DATE: _____

PLEASE SEND COMPLETED FORMS TO THE MEMBERSHIP OFFICE:

Email: membership@fisherislandclub.com • Fax: 305.604.2395

If you have any questions, please call: 305.535.6076