

**ST. JAMES COURT LTD.
SUB-LET INSTRUCTIONS**

1. OWNER MUST NOTIFY THE PROPERTY MANAGER BY COMPLETING THE APPLICATION TO SUB-LET FORM PRIOR TO SIGNING THE SUBLET LEASE AND LETTING THE SUB-TENANT MOVE INTO HIS/HER UNIT.

2. Sub-Tenants SHALL NOT occupy the premises until approval of sub-leasee and Sub-lease by two members of the Board of Directors has been executed. Any violation will be actively enforced at Owner's cost.

3. The Owner can sub-let for one year at a time with a 90-day prior approval of the Board of Directors to renew. Should **Owner** renew, s/he can do so via an Addendum as long as the option to renew is clearly mentioned in the initial sub-lease. If said renewal option is not mentioned, Owner must submit a new sub-lease for approval. Sub-lets and their renewal Addenda **MUST** receive prior approval of the Board of Directors to be valid.

4. If the Owner is non-Bermudian, he **MUST** seek Government approval to rent his unit.

5. The Owner acknowledges that the rules of the Condominium Corporation **DO NOT** allow him to rent for less than 6 months. Leases are to be signed for a minimum of one year with an option to renew annually via an addendum (to be submitted for approval to the Board) and for a maximum of three consecutive years after which period a new sub-lease is required.

6. The new Sub-tenant MUST complete a Tenant/Occupant Information Sheet and, if a non Bermudian national, **must provide a copy of working/residence permit to the Owner prior to occupancy and approval of the Sub-Lease by the Board of Directors .**

7. The new Sub-tenant MUST provide Management 72 hours notice of their move-in date. Protective blankets will be placed in the elevator and the residents of that building will be notified of the move-in. **PLEASE NOTE: no CONTAINER trucks are permitted on St. James Court property without prior consent of the Property Manager and/or the Board.**

8. The new Sub-tenant MUST sign a statement certifying that they have read the "5th Schedule Rules and Regulations", Casual Visitor Rules and Pool Rules prior to occupancy and agree to abide by all the rules.

9. The Condominium corporation holds the Owner responsible for the condo fee quarterly payments. The Directors recommend that you build the cost of your fee into the rent figure and that the **Owner** continues to pay the quarterly fees. Should the **Owner** fail to pay the condominium fee within 60 days of billing and mailing date, the **Owner** hereby authorizes the corporation to instruct his/her sub-tenant to withhold the unpaid fee amount due from the next payment(s) monthly payment(s) of the rent and to pay said late condo fee to the corporation.

10. The Owner recognizes that he passes all his rights to use the common area and the pool at St. James Court onto his tenants.

11. The Sub-tenant MUST acknowledge that he will use only one car parking space assigned in his lease.

12. The Owner MUST carry **a Home and Content Insurance** to cover repairs or replacement of doors, windows, screens, shutters and air conditioning units in the unit as well as third party insurance coverage in other areas for which the **Sub-tenant** could be responsible for under the covenants of the Head Lease is required. A copy of the Home insurance policy and proof of payment of the annual premium must be produced by the Owner PRIOR to the Sub-tenant moving in and at each anniversary date of the Sub-lease.

13. The Owner MUST transfer door and mailbox keys to Sub-tenant.

14. The Owner entering into a sub-lease MUST sign a statement certifying that s/he read the Instruction to Sub-Let prior to submitting for approval any sub-lease and prior to sub tenant's occupancy and s/he agree to abide by all the instructions.