

WILSHIRE FARMS CLUBHOUSE RENTAL CONTRACT & AGREEMENT

Address: 15600 Eby Street, Overland Park, Kansas 66221

This agreement ("Agreement" or "Contract") is by and between the Wilshire Farms Homes Association ("Owner") and ("Member" or "You"). Community Association Management (CAM) acts as an agent of the Owner under this Contract.

In exchange for the User Fee identified herein and other good and valuable consideration, the Member shall be provided the use of the Wilshire Farms Clubhouse located at 15600 Eby Street, Overland Park, Kansas 66221 ("Facilities") under the following terms and conditions and for the specific date and time identified. The swimming pool area, fitness center, and park are NOT included in the term "Facilities."

1- THE FACILITY MUST BE VACATED BY MIDNIGHT ON THE DAY OF THE EVENT. Neither the Owner nor CAM shall be responsible for any item left in the Facilities after the designated rental period.

2- The User Fee is (please check below):

2.1 Lower level 1–10 persons (Monday–Thursday only) (Holidays excluded) NO CHARGE

2.2 Lower level (max occupancy: 70) \$200.00

2.3 Upper and lower levels (max occupancy: 170) \$500.00

2.4 Short-Term Upper Level Only – one-hour Maximum (max occupancy: 100) \$100.00

2.5 Multi-Day Rental (pre-approval by HOA Board of Directors required) TBD

3- Upon receipt of the Contract, your date will be added to the calendar as "pending," and you will receive by email an invoice for the User Fee. The User Fee is due within 10 days of that email. Your reservation will be marked as "approved" within 10 days of payment receipt. The User Fee shall be paid online. Reservations not paid within 10 days will be made.

4- If the Owner determines a violation/damage has occurred in the Owner's absolute discretion. You expressly
Authorize the Owner to charge the property account for the solution of the violation/damage found.

5- If an event is canceled by the Member within the 30 days preceding the event, the Member shall forfeit his/her user fee unless the Facilities are rebooked.

6- Member states and attests that he or she is a bona-fide member in good standing of the Wilshire Farms Homes Association and that he or she has no outstanding unpaid dues, assessments, or other charges. Member agrees to reimburse Owner for the reasonable and necessary cost of cleaning the Facilities following the event, as well as the cost of any necessary repairs. Members understand that such costs are his/her sole

responsibility. Member agrees that the failure to reimburse Owner for such costs within 30 days of being billed for the same may result in such costs being charged against the Member as an assessment and a lien being placed against the Member's residence in Wilshire Farms.

7- The standard cleaning fee is part of the User Fee and includes cleaning restrooms, sweeping, mopping floors, and wiping all surfaces. If additional cleaning is required, an additional cleaning shall be charged against the property account.

8-Members must be present at the event from start to finish. Failure of the Member to be in attendance may result in a fine and/or loss of privilege for future use of the facility.

9- Events with participants under the age of 18 must always have at least one adult present for every 10 children.

10- Member hereby states that the Facilities will be used as an "extension of his/her living room" and for no other reason and no unlawful purpose. The Facilities are not to be used for any for-profit functions.

11- Intoxicating beverages (alcohol) will be served only to people who have attained their 21st birthday. A violation will result in immediate termination of the event, closure of the Facilities, and a fine on the property account.

12- Smoking is NOT permitted in the Facilities, including restrooms. A violation discovered during the event will result in immediate termination of the event and closure of the Facilities. Any evidence of and/or damage from smoking will result in an assessment of other charges for cleaning and repairs.

13- Any tables and/or chairs removed from storage must be returned to storage as found and in good, clean condition.

14- Food is not to be prepared in the Facilities; however, catering is permissible, as is the heating of food in the kitchen ovens or microwaves. Beer kegs are allowed on tiled surfaces only. Hot items that could leave a stain are not to be set on the stone, glass, or wood surfaces.

15- No items, decorations, etc., are allowed to be hung on or affixed to the walls. The use of 3M adhesive strips, command adhesive strips, staple guns, hot glue guns, nails, thumbtacks, tape, Velcro, etc., is prohibited.

16- The use of glitter, confetti, candles, tea lights, and other open-flamed items is prohibited.

17- Signs or flyers on any private property (other than Member's property) to announce the event or to give directions to the clubhouse are prohibited.

18- DJs, stereos, and bands are not allowed to play outside the facility. All music shall be played at a volume not to be heard outside the Facilities.

19- Member accepts FULL RESPONSIBILITY for actions of Member, guests, and invites and damage to the furnishings in the Facilities or removal of any furnishings from the Facilities by such people.

20- Before leaving the Facilities after use, the Member shall lock all exterior doors and windows; turn off all appliances, except refrigerators; extinguish all interior lights; and set the thermostat to the posted setting appropriate for the season. If the upper level was rented, the gas fireplace must also be extinguished.

21- All trash must be placed in plastic trash bags and placed in trash containers located outside the lower-level entrance.

22- Member agrees to abide by all posted notices, rules, and policies in the Facilities.

23- Any fees charged to the Association for falsely setting off an alarm or for police, fire, ambulance, or other emergency personnel being summoned shall be charged to the Member.

24- Under no circumstances shall any illegal substances be brought into the Facilities or onto any part of the premises, including the parking areas. Members shall not permit any noise or conduct that may be offensive to other Wilshire Farms residents or result in disturbance of the peace.

25- Any Member of the Wilshire Farms Homes Association Board of Directors, the Property Manager, or their designated representative shall be allowed reasonable access to the Facilities during the event, with or without cause.

26- If, in the reasonable judgment of the Owner (including any member of the Wilshire Farms Homes Association Board of Directors, the Property Manager, or their designated representative), any term or condition herein has been violated by the Member, his guests, or invitees, the event may be declared "terminated" at the Owner's absolute discretion.

27- The Member agrees that, if the Member or guest violates any provision of the Contract or any addendum, it may result in automatic additional charges above the user fee; and/or full or partial prohibition on future rentals and/or amenity usage. If the HOA or its agent determines that a violation has occurred, the Member shall be immediately responsible and authorize the HOA to withhold amounts from prepaid funds or to charge to the property account. Additional amounts may also be assessed against the Member for which the Member shall be responsible. The HOA shall have absolute discretion in determining (i) whether a violation occurred; and (ii) the amount to be charged. The HOA may delegate the task of making determinations related to violations, and charge

amounts to its property manager or other person(s) or entity(ies). If the HOA determines a violation has occurred, the HOA shall notify the Member within 30 days of discovery of the violation. In determining the total amount of charge, the HOA shall consider the damage, if any, to the facility; additional cleaning charges; additional expenses incurred; nuisance; intent; deterrence; potential effect on the health and safety of the community; and actual effects on the health and safety of the community or individuals (if known). The Member may appeal the determination of the violation and/or the amount of the charge to the Board of Directors by submitting an appeal, in writing, to the property manager, the president, or the secretary of the HOA within 30 days of notice of either the violation or the charge. The Member has the option to appear before the Board or rely on a written submission only.

28- The Member acknowledges that the Facilities and surrounding areas are monitored and recorded by video equipment within and outside of the premises and consents to such monitoring and recording.

29- The Member releases, indemnifies, and holds harmless the Owner, including its directors, officers, agents, and other members, from all claims, damages, and liability whatsoever related in any way to the use of Facilities by him/her and guests related to the Contract, except for claims of gross negligence or willful and wanton conduct by Owner.

30- In the event of breach by Member of any provisions set forth herein, Owner shall be entitled to recover collection fees, lien fees, reasonable attorneys' fees, service and process fees, and court costs from Member.

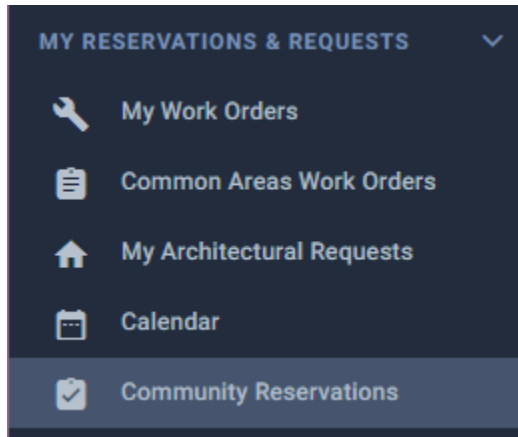
31- Member understands the terms of this rental and this Contract. To address unforeseen or developing circumstances, the Member understands that the Owner may cancel the Contract at any time or seek agreements to amend, add, or delete provisions in the Contract. Reasons for changes or cancellations include, but are not limited to, changes in health and safety requirements or guidelines issued by national, state, or local governments, public health officials, or health organizations.

Special note: The use of the clubhouse is limited to the requested rental date & time. Homeowners are allowed in the clubhouse on the requested rental date only. In the event you have booked two or more continuous days, the clubhouse must be empty before midnight each day. No belongings are to be left overnight.

Clubhouse Rental Instructions

Phase 1: Online Reservation

1. Log In: Go to <https://wilshirefarms.frontsteps.com/>
2. Navigate: Click My Reservations & Requests in the left-hand menu, then select Community Reservations.



3. Start Request: Click the green button in the upper right-hand corner.



4. Select Date: Locate your desired date on the calendar.
 - *Note: Unavailable dates are marked with an orange band and cannot be selected.*
5. Confirm Date: Once you have verified availability, select your date from the list.

Phase 2: Documentation & Submission

1. Download Agreement: In the Reservation Confirmation box on the right, click the Clubhouse Rental Agreement link to download the form.
2. Upload & Submit: Complete the form and upload it using the Choose File button.
3. Finalize: Click Confirm Reservation. Your request will be sent to Community Association Management (CAM) for review.

Confirm Reservation

Phase 3: Payment & Confirmation

- **Payment Deadline:** Your rental fee must be received by CAM within 10 business days of booking, or your request will be removed from the calendar.
- **Confirmation:** Once payment is processed, the "Pending" status will be removed from the calendar.
- **Access:** CAM will email you with facility access codes 1–2 days before your event.

Cancellation Policy

- **Notice Required:** If an event is canceled by the Member within the 30 days preceding the event, the Member shall forfeit his/her user fee unless the Facilities are rebooked.