

COVES NORTH Homeowners Association (CNHA)
CONTRACT AND AGREEMENT
FOR THE USE OF THE CLUBHOUSE FACILITIES

Please return this Agreement to FirstService Residential, 11500 N Ambassador Dr., Suite 360, Kansas City, MO 64153. If you have any questions, please call (816) 414-5300

DATE OF EVENT: _____

GROUP DESIRING USE: _____

PERSON RESPONSIBLE: _____

ADDRESS: _____

TELEPHONE: _____

TYPE OF FUNCTION: _____

CONTRACTED/NUMBER OF PERSONS AT EVENT: _____

Starting January 1st, 2024 a non-refundable \$40.00 processing fee will be added to all clubhouse reservations.

RENTAL RATES:	RESIDENT	DEPOSIT	NON	
			RESIDENT	DEPOSIT
UNDER 30 PEOPLE	\$140.00	\$250.00	\$440.00	\$500.00
30-50 PERSONS	\$190.00	\$250.00	\$440.00	\$500.00
51-100 PEOPLE	\$240.00	\$250.00	\$440.00	\$500.00
117 PEOPLE (Maximum)	\$265.00	\$250.00	\$440.00	\$500.00

The maximum/full rate will be charged if the party exceeds the number of people contracted and paid for.

The security deposit is due at the time of rental to secure the date. Deposit is to be made to Coves North Home Owners Association (CNHA) and mailed to FirstService Residential ATTN: Amenities at 11500 N Ambassador Dr., Suite 360, Kansas City, MO 64153.

The rental fee is due two weeks prior to the event date. A cashier's check or money order will be required if the clubhouse is rented less than two weeks from the event date. The key will be issued to the renter (responsible party) at FirstService Residential the Friday before the event. The key is to be returned to FirstService Residential by noon the first business day after the event. If you are dropping off before business hours, there is a black drop off box on the side by the front door. If it is not returned by the next business day after the event, a \$25.00 fee will be added to the reservation.

There will be a \$100 fee for any events that will require use of the dance floor in the basement that results in need to re-buff/polish dance floor.

An additional Food Security deposit of \$100 (must be on a separate check) shall be required when food is to be served other than hors d'oeuvres or snacks. This deposit is refundable if premises are returned to their original condition.

CANCELLATIONS: The full deposit is refundable up to two months(60 days) prior to the rental date. NO REFUNDS THEREAFTER.

This Agreement made and entered into this _____ day of _____, 20____ by and between the Coves North Homeowner's Association (CNHA) Inc., hereinafter referred to as Owner, and _____, hereinafter referred to as User.

WITNESSETH: That User shall be provided the use of the CNHA Clubhouse facilities, hereinafter referred to as facilities, under the following terms and conditions and that the SWIMMING POOL AND TENNIS COURTS ARE NOT INCLUDED IN THE TERM "FACILITIES."

PLEASE READ THE FOLLOWING RULES CAREFULLY AND INITIAL AFTER EACH ITEM

1. The function shall be held between the hours of and 11:59PM. If Lessee enters the clubhouse before the hours listed on this contract, Lessee will be charged an additional day of rental, which will be taken from the Lessees' deposit. If the Facilities are not cleaned and secured by 11:59PM on the day of the scheduled event, the contract-cleaning fee will be deducted from the security deposit. The cleaning fee will vary depending upon the amount and type of cleaning required. The Association Member will not be contacted to re-clean the facility. Neither the Coves North Homes Association nor FirstService Residential shall be responsible for any item left in the Facilities after the designated rental period.
2. User hereby states that the User is a bonafide HOMEOWNER in the Coves North/Lake Forrest Estates subdivision and is a member in good standing of the Coves North Homeowner's Association (CNHA). User also understands that any expense of clean-up and/or repair following the event shall be their responsibility of the User and failure of User to pay such costs to the CNHA, Inc., shall result in a lien against their Coves North Property. User must be present at the event from start to finish including the decorating and clean-up. Failure of User to be in attendance shall result in forfeiture of security deposit and/ or loss privilege from use of the facility again.
3. User accepts FULL RESPONSIBILITY for actions of User, User's guests, and User's invitees and for any damage to the facility or furnishings, shown to have been caused by the User, User's guests, or User's invitees. User agrees to pay, in full, the amount of such damage, and further agrees that if such payment is not made in a timely fashion, such payment will be charged to use as a Homeowner's Assessment. Said assessment shall in no way limit Owner from enforcing this Agreement in any court of competent jurisdiction.
4. User hereby states that the facility will be used as "an extension of his living room and for no other reason, and for no unlawful purpose.

5. Intoxicating beverages will be served only to persons who have attained their twenty-first (21st) birthday. **BEER KEGS ARE NOT ALLOWED** in the clubhouse. Violation will result in immediate termination of the function and the clubhouse shall be closed. I will be serving alcohol at the event: _____ (Initial if you are)
6. The Coves North Homes Association Board of Directors members, their Property Manager, or their designated representative shall be allowed reasonable access to the facility during the function.
7. No Dance Wax, or substitutes to be used on the dance floor.
8. Clubhouse furniture may not be taken outside or removed from the building. This also includes taking the furniture onto the deck or concrete. All furniture is to be returned to its original location if it has been rearranged. The curtains are not to be moved or tampered with.
9. User agrees that if persons age eighteen or under attend the function, there will be at least one person having attained their twenty-first birthday for every ten (10) persons eighteen or under.
10. The cost of a security call will be withheld from the deposit of the User who is renting the clubhouse if we receive a false alarm bill from the city.
11. Food is **not** to be prepared in the facility, however, catering is permissible, as is the heating of food in the kitchen ovens. If user has good at the event as mentioned above, a \$100 food security deposit till need to be paid.
12. There is no propane or charcoal burning grills of any kind allowed in the clubhouse or on the decks surrounding the clubhouse for cooking. Cooking on grills on wood decks in Kansas City is strictly prohibited by city codes. If this type of activity is witnessed at your event, User's deposit is automatically forfeited.
13. The maximum number of persons attending a "sit-down" dinner shall be 50. The maximum number of persons to occupy the facility shall be 117.
14. The clubhouse **MUST** be vacated and secured no later than 11:59pm the day of the rental. **THE ALARM MUST BE SET.** Overnight sleeping is not allowed.
15. No Smoking is allowed in clubhouse or on deck. Evidence of smoking while within the building will result in a fine of \$50.00.
16. Music must cease to play no later than 11.30p.m. The music is to be reduced in volume so as not to be heard outside of the facility by 10:30p.m.
17. No staple guns, hot glue guns, tape, adhesives, nails, etc. are to be used to attach items to the walls, windows, doors, mirrors, ceiling fans, or any clubhouse surface that could incur damage Confetti is **not** an allowable decoration. If it is determined that any of these items have been used, there will be a cleanup charge of \$115.00.

- 18 The fireplace is not to be used for any reason.
- 19 Renter accepts FULL RESPONSIBLIIITY for actions of Renter, Renter’s guests, and invitees and for any damage to the facility or furnishings, shown to have been caused by the Renter or Renter’s guests. Renter agrees to pay, in full, the amount of such damage. _____(Initial)
- 20 Unless you make arrangements with the Clubhouse Manager or FirstService Residential, Lessee **cannot** enter the clubhouse prior to date and time listed in Paragraph 1 of this contract. An extra days rental will be charged and taken from deposit if Lessee enters.
- 21 Failure to comply with any of the terms of this contract will result in penalties (monetary or otherwise) up to and including forfeiture of privileges for a minimum of 60 days at the discretion of the CNHA Board of Director’s.
- 22 THE UNDERSIGNED UNDERSTANDS THAT THIS AGREEMENT DOES NOT INCLUDE EXCLUSIVE USE OF THE POOL OR TENNIS COURTS, AGREES WITH ALL OTHER CONDITIONS OF THIS AGREEMENT AND ALL RENTERS QUESTIONS HAVE BEEN ANSWERED TO THEIR SATISFACTION.

CLEANING OF THE CLUBHOUSE:

CONTRACT CLEAN-UP IS AVAILABLE AT A MINIMIUM COST OF \$115.00 OR \$28.75 AN HOUR WHICHEVER IS GREATER.

I would like to arrange for contract clean-up following my event at the rate of \$115.00 or \$28.75 per hour, whichever is greater. NOTE: This must be arranged prior to the event. _____(Initial)

****OR****

I do not wish to have contract clean-up for my event. I will provide my own clean-up following my rental, to be completed by 9:00 a.m. the day following my event. I am aware I must provide my own cleaning supplies (vacuum, mop, paper towels, cleansers, etc.) _____(Initial)

I accept _____or decline _____ to meet the Clubhouse Director for an exit checklist. If deny, then any damage or cleaning that the Director finds, will be deducted from the deposit without dispute.

Upon a satisfactory inspection by the clubhouse manager, any deposit checks will be voided and shredded. Unless specified otherwise by the renter.

SIGNATURE OF RENTER (RESPONSIBLE PARTY) FOR THE ABOVE INITIALED FEES:

SIGNATURE: _____DATE: _____

**DO NOT WRITE BELOW THIS LINE (check-list used by clubhouse manager and cleaning service,
OFFICE USE ONLY**

Rental Fees Paid:	Received By:	Date:
User Fee Paid: _____	_____	_____
Deposit Fee Paid: _____	_____	_____
Clean Up Fee Paid: _____	_____	_____
Food Deposit Fee Paid: _____	_____	_____
Dance Floor Fee Paid: _____	_____	_____

TOTAL OF REFUNDABLE Deposits paid by renter: \$ _____

Clubhouse manager is to initial after each item that has been completed by the user to clubhouse manager's satisfaction:

**COVES NORTH CLUBHOUSE CHECKLIST
IF YOU DID PAY FOR THE CLEANING SERVICE**

The clubhouse has been cleaned prior to your use. If you see any problems or have a concern, please call 816-414-5393 Mackenzie Hill the Property Manager.

****Check list MUST be returned with key in order for deposit to be returned. ****

_____ **You must arrange the furniture as it was when you arrived.** You may rearrange the furniture for your event. There are photos on the upper cabinet door by the kitchen sink to assist you in the proper placement. Furniture may not be taken outside or removed from the building. This also includes taking the furniture on to the deck or concrete. There is a \$50.00 minimum charge if the maintenance staff has to reposition the furniture.

_____ **All trash (including bathrooms) must be in plastic bags provided and removed from the premises, even if you hired our cleaning service. (Must provide extra trash bags if needed)**

_____ **Remove all items from clubhouse that you do not want discarded before 9:00 a.m.**

_____ **Turn off all lights.**

_____ **Thermostats must be set at 80 degrees & Heating at 60 degrees.**

_____ **Reset alarm system.** The alarm may or may not be activated when you arrive (see attached for detailed information on the alarm system).

_____ **All exterior doors & windows must be locked.**

Remember: Cleaning does not mean Restoration!

Signature of Renter: _____ **Date:** _____

Address of Renter: _____

**COVES NORTH CLUBHOUSE CHECKLIST
IF YOU DID NOT PAY FOR THE CLEANING SERVICE**

The clubhouse has been cleaned prior to your use. If you see any problems or have a concern, please call 816-414-5393 Mackenzie Hill the Property Manager.

****Check list MUST be returned with key in order for deposit to be returned.****

_____ **You must arrange the furniture as it was when you arrived.** There are photos on the upper cabinet door by the kitchen sink to assist you in the proper placement. Furniture may not be taken outside or removed from the building. This includes taking the furniture onto the deck or concrete. There is a \$50.00 minimum charge if the staff has to reposition the furniture.

_____ **All tables and chair seats must be wiped off.**

_____ **Spot check windows and walls, if they are evidently dirty from other than normal “dirt” – clean them. (i.e. finger print smudges, food/drink stained, etc.**

_____ **Clean restroom mirrors, stools, lavatories and urinal.**

_____ **Mop all tile area on the upper floor, must be swept first.**

_____ **Tiled dance floor in the basement.** All scuffs on the dance floor must be removed. Use water or soft scrub. Don't use vinegar or any other cleaning solutions.

_____ **Vacuum carpet. (Must provide your own sweeper)**

_____ **Clear parking lot of trash.**

_____ **All trash (including bathrooms) must be placed in plastic trash bags provided and removed from the premises, even if you hired our cleaning service. (Must provide extra trash bags if needed)**

_____ **Leave refrigerator empty and clean. Clean kitchen, including oven (if used) and sink.**

_____ **Turn off all lights.**

_____ **Thermostats must be set at 80 degrees & Heating at 60 degrees.**

_____ **Reset alarm system.** The alarm may or may not be activated when you arrive. (see attached for detailed information on the alarm system).

Signature of Renter: _____ **Date:** _____

Address of Renter: _____

CLEAN-UP COST SCHEDULE

If prior to turning in keys you are not clean the items listed below and leave them in satisfactory condition, the following charges will be deducted from you User deposit or owed to us if your User deposit is insufficient to cover the charges. The prices given for the items listed below are average prices only. If owner incurs a higher cost for cleaning, you will be responsible for the higher cost.

KITCHEN CLEANING

Stove & Vent Hood	\$10.00
Oven	\$25.00
Refrigerator	\$25.00
Sink & Countertop	\$20.00
Floor	\$20.00
Trash (each bag)	\$10.00

BATHROOM CLEANING

Toilet	\$10.00
Urinal	\$10.00
Sinks & Vanity	\$15.00
Mirror	\$10.00
Floor	\$20.00
Trash	\$10.00

CLUBHOUSE/GREATROOM

Tabletops (each)	\$5.00
Glass shelves	\$10.00
Wet Bar	\$15.00
Ashtrays	\$10.00
Carpet	\$50.00
Mop Tile Floors (upstairs)	\$40.00

BASEMENT DANCE FLOOR

Scuffed tiles	\$100.00
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COVES NORTH CLUBHOUSE

ALARM INSTRUCTIONS

If the alarm is not deactivated properly, resulting in a False Alarm, \$60.00 will be deducted from the security deposit.

ENTERING CLUBHOUSE

1. Unlock door.
2. After opening door you will hear a tone to remind you to turn off the alarm.
3. Alarm is on your right. Red light will be on touchpad.
4. Enter your code 0106 the press OFF button.
5. Red light will go out.
6. Alarm is off now.
7. Unlock all exterior doors, including the doors on the lower level. These doors are to remain unlocked while the clubhouse is in use.

LEAVING THE CLUBHOUSE

1. Turning the alarm on is the last thing you do before you leave the building.
2. All doors and windows must be closed and locked! (Including the front doors.)
3. Green light will be on.
4. Enter your code 0106 the press AWAY button.
5. Green light will go out and red light will come on. After red light comes on, you have 45 seconds to exit the clubhouse and secure the front door.

NOTE:

1. If green light is on when you enter and if you do not hear a tone, no action is needed.
2. If you make a mistake in entering your code into the alarm, wait 5 seconds before trying to reenter code.
3. If the alarm is set off by mistake you will hear a dual tone sound and red light will start to flash

The alarm company will call you and ask for your name and the code number we have given you. Answer the phone when it rings, and give this information to them. This will avoid having the police sent and a \$60.00 charge withheld from your deposit.

CLUBHOUSE KEY MUST BE RETURNED BY the first Monday after the event, no later than 5:00 P.M. to avoid an additional day rental fee. NO EXCEPTIONS.