

# NOTTINGHAM FOREST SOUTH HOMES ASSOCIATION Clubhouse Lease Agreement

This lease made and entered into this \_\_\_\_ [DAY] day of \_\_\_\_\_ [MONTH], \_\_\_\_ [YEAR], by and between the NOTTINGHAM FOREST SOUTH, a not-for-profit corporation organized and existing under the laws of the State of Kansas, hereinafter "Lessor" and \_\_\_\_\_ [FULL NAME] of \_\_\_\_\_ [ADDRESS], Overland Park, KS \_\_\_\_\_ [ZIP CODE] an adult (21 years or older) resident of NOTTINGHAM FOREST SOUTH, and "Lessee".

WITNESSETH: That the Lessee shall lease from Lessor the clubhouse located at **8700 W 141<sup>st</sup> Street, Overland Park, KS 66221**, hereinafter "the facility" for a \_\_\_\_\_ [DESCRIBE FUNCTION e.g., Engagement Party, Family Reunion, Business Meeting] (Catered? Yes \_\_\_\_ No \_\_\_\_ ) upon the following terms and conditions:

1) The function shall be held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ from the hour of \_\_\_\_ am/pm to \_\_\_\_ am/pm. The clubhouse must be vacated by 12:00 a.m. on Sunday through Thursday and 1:00 a.m. on Friday or Saturday. You cannot enter the facility before 12:00 noon on the day of rental unless arrangements are made prior to the event.

**NO MORE THAN 60 PERSONS MAY BE IN ATTENDANCE.** Resident agrees that no loud or unruly use of the clubhouse shall be permitted. The Overland Park Police Department is given the express right to enter the clubhouse during any private party. If the police are called upon to respond to complaints by residents of excessive noise or other disturbances, the Security Deposit will be forfeited.

Rental reservation fees are as follows:

1- 60 persons.....\$100  
Security Deposit..... \$150

The rental fee per day plus the security deposit, is paid herewith, receipt of which is acknowledged by Lessor. Please send **two (2) checks payable to Nottingham Forest South Homes Association.**

The \$150 Security deposit will be refunded to Lessee on the condition that the leased facility is returned to the same condition that it was before the occupancy by your party. Lessee has until 10:00 a.m. of the day following the reserved function to clean and restore the facility. At this time Lessor, through his/her designated agent(s) reserves the right to determine if Lessee has complied with these conditions and is entitled to return the deposit. A copy of the clubhouse cleaning checklist may be downloaded from [eNeighbors.com](http://eNeighbors.com) (Should the clubhouse be rented the day following your function, clean up must be completed immediately following your function.)

Cancellation of event – \$100 rental fee will be forfeited if the reservation is cancelled within 48 hours of the reservation date. Homeowners must contact the property manager in writing 2 business days in advance of their reservation date in order to receive a full refund of the rental fee.

Lessee acknowledges that this applies to the clubhouse facility only and does not include the pool or tennis court facilities. For pool access during normal pool hours while renting the clubhouse, an additional charge must be included with the clubhouse rental fee and deposit for pool guest. (see below)

For pool reservations only, please contact the pool chair (Board member contact information may be found at [eNeighbors.com](http://eNeighbors.com)).

Total number of Pool Guests \_\_\_\_\_  
Number of Guests that are residents of NFS \_\_\_\_\_  
Number of Non-Member Guests \_\_\_\_\_

**Pool Guest Fees:**

Up to 4 guests are free. Over 4 guests there is a fee of \$4.00 per guest.  
(The number of guests at the pool shall be limited to 20 during normal pool hours.)  
Under 18 years old there is a limit to 2 guests for free.

Lessee agrees to accept full responsibility for all actions by his guests using the facility and agrees that the facility shall not be used for any unlawful purpose.

When individuals under eighteen (18) years of age are using the facility, there must be one adult over twenty-one (21) present for each five (5) underage individuals present. All parties for individuals considered in this paragraph shall end no later than midnight.

Lessee is responsible for locking exterior doors and windows.

No barbecue grills or outdoor cooking is allowed.

No smoking in the clubhouse.

During times of extreme heat or cold, arrangements to adjust the heat or AC temperatures at least 48 hours prior to the event shall be made by the lessee in order to properly heat or cool the clubhouse. Please feel free to contact the office of Home Association Solutions, LLC to make arrangements.

Lessee acknowledges that he is a bona fide resident of Nottingham Forest South and as such accepts full responsibility for the facility during the term of the lease. Lessee further acknowledges that he will be in attendance at the function and that he is personally liable for any and all damages, which may be sustained as a result of his and his guest's use of the facility. Lessee personally guarantees payment in full for all such damages. Lessee further agrees that if such damages are not paid in full in a prompt and reasonable fashion, said damages may be assessed against him as party thereof. Said assessment shall in no way limit Lessor from enforcing this lease in any court of competent jurisdiction. Collection of all fees, attorney fees, lien fees, court costs etc. are recoverable by the Homes Association. The Board of Directors or Management Company shall reserve the right to be on property at any and all times.

Clubhouse must be vacated by midnight unless provided prior written consent.

Management will provide clubhouse entry code at least 48 hours prior to the scheduled event. This code will expire 24 hours after initial use. Clubhouse code will be sent to the email address below:

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

**To check for clubhouse availability, please go to the eNeighbors Calendar  
<https://www.eneighbors.com/p/nottinghamforestsouth>**

**NOTTINGHAM FOREST SOUTH HOMES ASSOCIATION**

RESIDENT: \_\_\_\_\_  
*(Please Print)*

Mail contract to: Home Association Solutions, LLC  
P.O. Box 26145  
Overland Park, KS 66225

Telephone #: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_