## Stonebridge Trails Clubhouse Rental Clubhouse Address: 16470 W. 165<sup>th</sup> Street, Olathe, KS 66062 CONTRACT AND AGREEMENT FOR THE USE OF THE CLUBHOUSE FACILITIES

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Stonebridge Homes Association, Inc.,

hereinafter referred to as Owner, and \_\_\_\_\_\_, hereinafter referred to as User.

**WITNESSETH**: That User shall be provided the use of Stonebridge Trails Clubhouse facilities, hereinafter referred to as facilities, under the following terms and conditions and that the swimming pool is not included in the term "facilities."

#	Description	Variable Information
1	The function shall be held as indicated on the right (date/time). Neither the Stonebridge Homes Association nor FirstService Residential shall be responsible for personal items left in the clubhouse after the designated rental period. <b>Reservation fee and deposit must be paid at time of reservation.</b>	Date: Time From: Time To:
2	The maximum number of persons attending is	
3	Indicate the type of function at right (e.g. Party, Graduation, Wedding, etc.)	
4	A non-refundable user fee of \$300 (\$260+ \$40 processing fee) is required for all rentals at the time of reservation. A security deposit of <u>\$250.00</u> shall be paid at the time of reservation. Separate checks for the user fee and security deposit are preferred. Send a check or money order payable to Stonebridge HOA.	
5	The <b>\$300 user fee will be forfeited</b> unless cancelled within 14 days prior to the engagement date.	
6	Upon a satisfactory inspection, the \$250 deposit will be <u>voided and destroyed</u> . (As long as there are no damages that would require the deposit to be processed.)	
6 A	The \$300 user fee includes a \$100 cleaning fee and a \$40 reservation fee to FirstService. The cleaning fee assumes mopping, vacuuming, and bathroom cleanup. All other cleaning should be completed by the renter, and furniture should be placed back where it was found. If additional cleaning is needed (more than 1 hour) renter will be charged at a rate of \$50/hour.	Yes No
	<u>PLEASE READ THE FOLLOWING RULES CAREFULLY AND INITIAL EACH ITEM IN THE</u> <u>COLUMN AT RIGHT.</u>	
7	User hereby states that User is a HOMEOWNER in Stonebridge and is a member in good standing of the Stonebridge Homes Association. User also understands that any expense of clean-up and/or repair following the event shall be the responsibility of the User and failure of User to pay such costs to the Stonebridge Homes Association, Inc., shall result in a lien against their Stonebridge 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 of privilege for use of the facility.	Initial/Sign
8	User hereby states that the facility will be used as "an extension of his/her living room and for no other reason, and for no unlawful purpose."	Initial/Sign
9	Intoxicating beverages will be served only to persons who have attained their twenty-first (21st) birthday. Violation will result in immediate termination of the function and the clubhouse shall be closed.	Initial/Sign
10	User agrees that if persons aged 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.	Initial/Sign
11	Food is not to be prepared in the facility; however, catering is permissible, as is the heating of food in the kitchen ovens. Any food or other items left in the facility overnight will be discarded and a charge may apply for clean-up.	Initial/Sign
12	The maximum number of persons attending a "sit-down" dinner shall be 50. The maximum number of persons to occupy the facility shall be 90.	Initial/Sign

13	<ul> <li>The security deposit shall be returned to User only under the following conditions:</li> <li>No damage, other than normal wear, has occurred, as determined by the Manager.</li> <li>Lessee is responsible for securely closing all exterior doors and windows, make sure oven, coffee pot, etc. are turned off, and all lights extinguished.</li> </ul>	Initial/Sign
	• All thermostats shall be set according to the instructions posted in the kitchen of the clubhouse.	
14	The clubhouse MUST be vacated and secured no later than 12:00 a.m. Overnight sleeping is not allowed. The music shall be reduced in volume so as not to be heard outside of the facility. Live bands are not permitted.	Initial/Sign
15	No smoking is allowed in the clubhouse. Evidence of smoking while within the building will result in a charge of \$100.	Initial/Sign
16	Nothing may be put on the walls or mantle. Tape, staple guns, hot glue, nails, glitter, confetti are NOT to be used to decorate. If it is determined that any of these items have been used, there will be a cleanup charge of \$100.	Initial/Sign 
17	Trash space is limited at the facility. ALL full trash bags trash must be returned to the home of the Renter.	Initial/Sign
18	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 Homeowners Assessment. Said assessment shall in no way limit Owner from enforcing this Agreement in any court of competent	Initial/Sign
	jurisdiction.	
19	The Stonebridge Board of Directors, the Property Manager, or their designated representative shall be allowed reasonable access to the facility during the function.	Initial/Sign
20	Clubhouse furniture is not to be moved so as not to prevent damage to walls/floors. Clubhouse furniture may not be taken outside or removed from the building. This also includes taking the furniture on to the deck or concrete. Renter will be liable for any damages caused from moving furniture.	Initial/Sign
21	<b>I understand that this agreement does not include use of the pool</b> and agree with all other conditions of this Agreement. If a pool party is scheduled in conjunction with a rental, party is to be fully shut down inside and moved to outside pool area. Violation of the pool restriction will result in the forfeiture of the security deposit and other fees.	Initial/Sign
22	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 MINIUMUM OF ONE YEAR AT THE DISCRETION OF THE BOARD.	Initial/Sign
23	Stonebridge Trails Clubhouse – <b>RENTAL RATES: People 1-90 is \$300 plus a security deposit of \$250.00</b>	Initial/Sign
	Homeowner Name/Address/Phone (Print)	
24		
25	Resident Fob # -	
26	Homeowner Signature:	

Return this Agreement and rental check and security deposit to FirstService Residential, 11500 N Ambassador Dr, Suite 360, Kansas City, MO 64153. If you have any questions, please call (816) 414-5300 (0). You may email signed contract to amenities.csc@fsresidential.com.

Wi-Fi ID –Stonebridge Residents Password: GoodNeighbors