Contract and Agreement for the use of the

# Mills Farm Clubhouse

Agreement made and entered into this _____day of _____, 20_____by and between the Mills Farm Homes Association (HOA) and _____, hereinafter referred to as "Association Member"

That Association Member shall be provided the use of the Mills Farm Clubhouse Facilities located at 16020 King Street, Overland Park, Kansas 66221, hereinafter referred to as "Facilities", under the following terms and conditions. The term "**Facilities" refers to the upper level of the Mills Farm Clubhouse**.

Use of Facilities is at the Association Members' and their guests' own risk. The HOA is not responsible for slips, trips, falls, burns, or any other injuries that may occur because of the events that take place during the rental or while using the clubhouse.

1. The function shall be held on, _____ 20___, between the hours of _____AM/PM until _____AM/PM. Neither the HOA nor FirstService Residential Property Management Company ("FSR") shall be responsible for any item left in the Facilities after the designated rental period. THE FACILITY MUST BE VACATED BY MIDNIGHT OF THE DAY OF THE EVENT.
2. The type of function is _____ & the maximum number of persons attending is anticipated to be (*Note: *occupancy cannot exceed more than 128*)_____.
3. The rental fee is (please check box below):

_____ Monday – Thursday rate (Holidays not included)…….. $250
_____Weekend (Friday, Saturday & Sunday) and Holiday rate ……$500

DEPOSIT:

- **A security deposit of $1,000.00** (must be a separate check) & rental fee, totaling $_____ **must be received by FSR WITHIN 30 DAYS of making your reservation**, along with this signed Agreement. The fees include having the cleaning company clean the restrooms, sweeping and mopping floors and wiping all surfaces. Please see the list of cleaning items that the Association Member is responsible for. (see Attachment A). If it is determined at post-event inspection that additional cleaning is required, the cost of this additional cleaning shall be deducted from the security deposit.
- If Question #9 below is answered 'yes', an additional fee of $_____, must be paid and submitted along with the security deposit and rental fee to cover Special Event Insurance coverage

4. If an event is cancelled within 24 hours of the event and the Facilities are not rebooked, the Association Member shall forfeit his/her rental fee. _____*(Initial)*
5. Association Member 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)*
6. *Smoking* is NOT permitted in the facility, including the entry hall and restrooms. Any evidence and/or damage of smoking will result in loss of security deposit. _____*(Initial)*
7. FOOD & BEVERAGES: Food is permitted to be prepared in the facility and catering is permissible. Beer kegs are allowed on tiled surfaces only. Hot items that could leave a stain are not to be set directly on the stone or glass-topped tables. _____ (*Initial*)
8. *Will this event involve the sale of alcohol? (check applicable box): Yes _____ or No _____*

a. *If you answered 'yes' to the above question, indicating alcohol will be sold at the event being hosted by Association Member on _____ (date), Association Member confirms that he/she has: 1) notified FSR & 2) Association Member has provided (or will provide with deposit and rental fee) <u>Special Event Insurance certificate naming the Mills Farm Area Homes Association (HOA) and FSR as additional insured</u> for the event. FSR will keep a certificate of coverage on file. _____ (Initial)*

9. No staple guns, hot glue guns, tape, nails, or thumbtacks are to be used on the Facility walls, or floors to decorate the clubhouse. Removal of any decorations, including confetti or glitter, is the responsibility of the Association Member. If necessary to get the clubhouse back to the clean state it was in prior to rental, any additional cleaning costs incurred, beyond the regularly scheduled post-event cleaning will be deducted from deposit. _____*(Initial)*
10. Signs or flyers on any private property to announce the event or to give directions to the clubhouse are prohibited. _____*(Initial)*
11. Stereos or P.A. systems are not allowed to play on the outside deck past 10:00 PM. All indoor music shall be played at a volume not to be heard outside the facility. _____*(Initial)*
12. Association Member states that he/she is a bona-fide Association Member in good standing of the HOA and understands that any expense of cleanup and/or repair following the function shall be the sole responsibility of Association Member and failure of Association Member to pay such costs to the HOA shall result in a lien against their Mills Farm property even though not all owners of said property have signed this Contract. The sponsoring Association Member must be present at the event from start to finish. Failure of the Association Member to be in attendance may result in forfeiture of security deposit and/or loss of privilege for use of the facility again. Association Member shall not reserve the clubhouse for others to utilize the Mills Farm Clubhouse. -
_____*(Initial)*
13. The rental fee, security deposit and the signed contract must be submitted to FSR WITHIN 30 DAYS of reserving the Clubhouse , or the contract may not be valid. The security deposit shall be returned in full to the Association Member only if there is no damage, other than normal wear, no items are missing from the facility as determined by the Manager, and no additional cleaning costs are incurred. Any additional costs to the HOA resulting from damage, repair, cleaning or missing items will be deducted from the Association Member's security deposit. Damages in excess of the security deposit will become an assessment and charged to the sponsoring association members HOA account. The facility must be left in an orderly manner. This is the responsibility of the Association Member. No clubhouse reservation will be booked until funds and signed contract are received by FSR.
_____*(Initial)*
14. ***Association Member accepts FULL RESPONSIBILITY for actions of Member, Member's guests, and invitees and for damage to the facility, furnishings, and appliances, or removal of any items. Association Member agrees to pay in full the amount of such damage and replacement or repair costs to put the Facility back in the condition it was prior to the Association Members event***, even if it exceeds the $1000 deposit, and further agrees that if such payment is not made in 30 days of receiving notice of said damage(s) or expense(s), such payment will be charged to Association Member as a Homeowner's Assessment and a lien will be placed against the Member's Mills Farm property. Said Assessment shall in no way limit Owner from enforcing this Agreement in any court competent jurisdiction.
_____*(Initial)*

15. Upon leaving the facilities after use, the Association Member shall ensure all exterior doors and windows are fully closed and locked. Make sure the oven, coffee pot, etc. are turned off, and all lights, that are not set to remain on by the HOA, are extinguished. All procedures in the checkout list provided on-site are to be followed. (See Attachment B). _____ (*Initial*)
16. If, in the reasonable judgment of the Owner (any member of the Mills Farm Homes Association Board of Directors, the Property Manager, or their designated representative), any term or condition herein FSR has been violated by Association Member, his/her guests, or invitees, the function may be declared "terminated" at the Owner's discretion, in addition to Owner reserving the right to sue Association Member for damages. _____(*Initial*).
17. If the event of breach by Association Member of any agreements set forth herein, the HOA, or FSR on behalf of the HOA, shall be entitled to recover collection fees, lien fees, reasonable attorney's fees, service or process fees and court costs from the Association Member. _____*(Initial)*
18. Moving of furniture is strongly discouraged. If necessary, it is to be done with extreme caution. Any damage to the floor or furniture, or furniture left out of place, will result in a reduction of the security deposit and could result in additional charges. _____*(Initial)*
19. All trash must be placed in plastic trash bags and removed from the clubhouse. Trash receptacles are available on the pool deck at the bottom of the stairs from the kitchen area. (You must provide your own trash bags if needed. _____ ( *Initial*)
20. The Facilities may not be used for commercial purposes, fundraising open to the public, ticketed events, political events, or events advertised outside the Association without prior written approval of the HOA. _____ (Initial)
21. Open flames are strictly prohibited, including candles, Sternos, fireworks, sparklers, or any similar items, except where specifically approved in writing by the HOA. Violation may result in immediate termination of the event and forfeiture of the security deposit. _____ (Initial)
22. Inflatables, bounce houses, moonwalks, water slides, mechanical rides, trampolines, dunk tanks, tents, or any other temporary play or recreational structures are **strictly prohibited** anywhere within the Facilities, on the clubhouse deck, pool area, parking areas, or any other Association property. Violation of this provision may result in immediate termination of the event and forfeiture of the security deposit. _____ (Initial)

Association Member, and their guests, shall, to the fullest extent permitted by law, indemnify and hold harmless HOA, and their agent/s and owner and their respective subsidiaries, affiliates, shareholders, directors, officers, partners, and employees from and against any and all liability, claims and demands on account of damage to any property or injury to persons including death resulting therefrom losses, damages, expenses, ( including attorney's fees and investigation costs), payments, recoveries and judgements in connection therewith arising out of or caused in any manner by the acts or omissions of association member, it's guests. Association members' liability under this paragraph shall survive the expiration or termination of this agreement.

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Association Member Signature of Association Member

Residence Address at Mills Farms Date

Phone Number (Primary) Email Address (Primary)

**Please return signed 5 page contract with rental checks to**:

Mills Farm
c/o First Residential 11500 N. Ambassador Dr, Ste 360 Kansas City, MO 64153
All reservations can be found on the calendars location on the Mills Farm Homes Association eNeighbors website

# Mills Farm Clubhouse Rental Contract & Agreement
# Attachment A:
# Association Member Post Event Cleaning List

1. Take down and remove any/all decorations.
2. Remove trash by placing in trash bins located outside & down the stairs below the kitchen area on the outside patio.
3. Ensure all furniture and clubhouse decor is put back in its original position, taking care not to scratch floors. (*any damages due to moving of furniture may result in loss of security deposit or any required additional repair or replacement costs).
4. Best effort to sweep floors for removal of food, trash, or any glitter or confetti that may have been used.
5. Best effort to wipe off counter tops and glass-top surfaces.
6. Leave restrooms in reasonably clean conditions.

# Mills Farm Clubhouse Rental Contract & Agreement
# Attachment B:
# Post-Event Check Out Instructions

1. Turn off oven.
2. Turn off coffee pot(s).
3. Turn off Microwave.
4. Unplug & remove anything that Association Member may have plugged in themselves that was not previously plugged in.
5. Ensure refrigerator and freezer doors are closed.
6. Remove any/all food and drink items from the clubhouse, including refrigerator and freezer.
7. Turn off any/all running water, particularly kitchen and bathroom sinks.
8. Close windows & doors that may have been opened. (*Please do not leave doors standing open during event).
9. Turn off lights (other than any that are set to remain on all night).
10. Ensure fireplace is turned off.
11. Ensure door(s) fully closes before you leave.

Thank you for keeping our community space clean.

***Audio & TV instructions for use can be found behind the TV in the main room of the clubhouse.