



## Contract and Agreement for the use of the North Creek Village Clubhouse Facilities

This Agreement made and entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the North Creek Village Homes Association and \_\_\_\_\_, hereinafter referred to as "Association Member".

WITNESSTH: That Association Member shall be provided the use of the North Creek Village Clubhouse Facilities located at 12105 N. Pomona Ave, Kansas City, Missouri 64163, hereinafter referred to as "facilities", under the following terms and conditions. The Swimming Pool area is **NOT** included in the term "facilities". \_\_\_\_\_ (initial)

1. This function shall be held on \_\_\_\_\_, \_\_\_\_\_, between the hours of \_\_\_\_\_ AM/PM until \_\_\_\_\_ AM/PM. Neither the North Creek Village Homes Association nor Kansas City Property Solutions 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.** Overnight sleeping is **not** permitted. \_\_\_\_\_ (Initial)
2. The type of the function is \_\_\_\_\_
  - The maximum number of persons attending shall be \_\_\_\_\_.
3. There is no fee to rent the clubhouse. **A security deposit of \$150.00** made payable by check shall be turned in to Kansas City Property Solutions along with this signed agreement. \_\_\_\_\_ (initial)
4. Association Member states that he/she is a bona-fide Association Member in good standing of the North Creek Village Homes Association and understands that any expense of clean up 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 North Creek Village Homes Association shall result in a lien against their North Creek Village property even though not all owners of said property have signed this contract. **The sponsoring resident must be present at the event from start to finish.** Failure of residents to be in attendance may result in a forfeiture of security deposit and/or loss of privilege to use the facility again. \_\_\_\_\_(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. The clubhouse is not to be used for any profit-making functions. \_\_\_\_\_(initial)
6. Intoxicating beverages will be served only to persons who have attained their twenty-first (21<sup>st</sup>) birthday. Violations will result in immediate termination of the function and the facility shall be closed. \_\_\_\_\_(initial)

7. Events sponsored by an Association Member with more than 10 non-adults must have one adult present at all times for every 10 children. \_\_\_\_\_(initial)
8. Smoking is **NOT** permitted in the facility, including entry hall and restrooms. Any evidence of and/or damage from smoking will result in loss of security deposit. \_\_\_\_\_(initial)
9. The furniture in the first-floor rooms cannot be moved. The furniture in the game room may be moved with approval from the Manager. \_\_\_\_\_(initial)
10. Food is not to be prepared in the facility; however catering is permissible, as is the heating of food in the kitchen ovens or microwave. Beer kegs are allowed on tiled surfaces only. Hot items that could leave a stain are not to be set on the wood or glass topped tables. \_\_\_\_\_(initial)
11. **No staple guns, hot glue guns, nails, thumb tacks, confetti, glitter, or any other decoration that could damage property or leave residue** are to be used to decorate the clubhouse. \_\_\_\_\_(initial)
12. Signs or flyers on any private property to announce the event or give directions to the clubhouse are prohibited. \_\_\_\_\_(initial)
13. DJs, stereos and bands are NOT allowed to play on the outside deck past 10:00 PM. All music must cease no later than 12:00 Midnight and shall be played at a volume not to be heard outside the facility. \_\_\_\_\_(initial)
14. Both the security deposit, and the signed contract must be received by Kansas City Property Solutions ten (10) days prior to the event or the contract is not valid. The security deposit shall be held until the walk through is completed and then shredded if there is no damage (other than normal wear), or items missing from the facility as determined by the manager. The facility must be left in an orderly manner. This is the responsibility of the Association Member. No clubhouse access will be issued until the deposit check and contract are received by Kansas City Property Solutions and entered into the eNeighbors calendar. \_\_\_\_\_(initial)
15. Association Member accepts **FULL RESPONSIBILITY** for actions of Member, Member's guests and invitees and for damage to the facility furnishings, or removal of any items shown to have been caused by them. Association Member agrees to pay in full the amount of such damage and further agrees that if such payment is not made in thirty (30) days, such payments will be charged to Association member as a Homeowner's Assessment and a lien will be placed against the Member's North Creek Village property. Said Assessment shall in no way limit Owner from enforcing this Agreement in any court competent jurisdiction. \_\_\_\_\_(initial)
16. Upon leaving the facilities after use, the Association Member shall make sure oven, coffee pot, etc. are turned off, all lights are extinguished, **ALL TRASH IS REMOVED AND DISPOSED OF PROPERLY**, and all exterior doors and windows are locked. \_\_\_\_\_(initial)
17. "Air Conditioner and Heating Requirements" If you are renting the clubhouse and the outside temperature is extremely cold (below 20°F) or extremely warm (above 90°F) please make arrangements with the Clubhouse inspector or Kansas City Property Solutions to activate the heat or air 24 hours in advance of your event. **No propping open of doors is permitted either for ventilation purposes or for the ingress/egress of items or people as this damages the doors.** \_\_\_\_\_(initial)

18. Under no circumstances shall any illegal substances be brought into the facility or onto any part of the premises including parking areas. Association Member shall not permit any noise or conduct that may be offensive to other North Creek Village residents or result in disturbance of the peace. \_\_\_\_\_(initial)
19. Any Member of the North Creek Village Homes Association Board of Directors, the Property Manager, or their designated representative shall be allowed reasonable access to the facility during the function if there is any reason to believe that violation of this agreement has, in fact, occurred, is occurring, or may occur.  
\_\_\_\_\_(Initial)
20. If, in the reasonable judgment of the Owner (any member of North Creek Village Homes Association Board of Directors, the Property Manager, or their designated representative), any term or condition herein 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)
21. In the event of breach by Association Member of any agreements set forth herein, Owner shall be entitled to recover collection fees, lien fees, reasonable attorney's fees, service or process fees and court costs from Association Member. \_\_\_\_\_(initial)
22. Return this Agreement along with the security deposit check of \$150 to Kansas City Property Solutions P.O. Box 25364 Kansas City, MO 64119. If you have any questions, please call 816-285-6531. \_\_\_\_\_(initial)
23. Unless you have made arrangements with Board of Directors, lessee **cannot** enter the clubhouse until 10 AM on the day Lessee has rented the clubhouse. \_\_\_\_\_(initial)

\_\_\_\_\_  
Association Member (PRINT)

\_\_\_\_\_  
Association Member Signature

\_\_\_\_\_  
Residence Address at North Creek Village

\_\_\_\_\_  
City/State/Zip

Date\_\_\_\_\_

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

Phone Number (Cell/Home) \_\_\_\_\_

Phone Number (Work) \_\_\_\_\_