

## Fontainebleau Clubhouse Rental Agreement:

Name: (deposit refund check to this name) \_\_\_\_\_

Address: (deposit refund to be returned to this address) \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Rental Date: \_\_\_\_\_ Rental Time: \_\_\_\_\_

Rental rate: \$\_\_\_\_\_ paid no later than two weeks (\_\_\_\_\_) prior to event. If rental payment is not received by Two weeks prior to event, a \$25 deduction from deposit will result. If rental payment not received by One week prior to event, a \$50 deduction from deposit will result.

Treasurer must receive payment by due date to avoid deduction from deposit

A Security Deposit of a \$\_\_\_\_\_ will be given at the time of the signing of this agreement. The security deposit will be returned after the event, unless used toward additional expenses if required. Fontainebleau HOA at 12701 Grandview Street Overland Park, KS 66213

Any cancellations will be honored as follows:

- Cancellation after receiving a deposit - 75% refund
- Less than 3 Months prior to event - 50% refund
- Less than 1 Month prior to event - 0% refund

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### Clubhouse Rental Agreement Terms and Conditions

RESIDENT  NON-RESIDENT

Fontainebleau Homeowners Association, Inc. ("HOA") agrees to lease the Clubhouse located at 12701 Grandview Street Overland Park, Kansas 66213 to \_\_\_\_\_ ("Renter") according to the following terms and conditions:

1. Term: The term of the rental is on (\_\_\_\_\_) from the hours of (\_\_\_\_\_) to (\_\_\_\_\_). However, all functions must end by Midnight on Friday and Saturday and 10:00pm on Weeknights, regardless of whether the rental term has expired. Time is of the essence of this Rental Agreement.
2. Rental Fee: The rental fee must be paid in advance by the Renter. Additional fees apply for full day rentals. No prorated discounts are available. In order to receive a refund for a cancellation, cancellations must be made two (2) days in advance of the date of intended use.
3. Deposit: Payment will be submitted for the clubhouse rental made payable to Fontainebleau HOA. The appropriate rental fee, as well as security deposit, to be returned to the Renter if the Clubhouse is left in clean condition and the key is returned at the end of the event.
4. Alcoholic beverages: Alcoholic beverages may not be served to anyone under the age of 21 years or intoxicated persons on the premises during the rental term. Under Kansas Law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.
5. Clubhouse can only be used for non-profit events. Renter may not require guests to pay a fee to enter or attend hosted event.
6. Smoking: No smoking is permitted within the Clubhouse at any time.
7. Assessments current: The Clubhouse is not available for rental to any resident of Fontainebleau if the Annual Assessments and other sums due the Association by that resident/owner are not current.
8. Renter as host: The Clubhouse can only be rented under one name. The Renter must be at least 21 years of age. The host who has rented the Clubhouse in his/her name must be present at all times at the function for which the Clubhouse is rented and must be the primary host of the event. Under no circumstances can anyone rent/reserve the Clubhouse on behalf of a third party. Renter must provide valid government issued ID prior to rental.
9. Security: Renter is responsible for the safety and security of all guests during the event.

10. Pool and Green Space: The pool and green space areas are separate from the Clubhouse and may not be rented. There should be no guest traffic on pool decks.
11. Music: Music, and /or any other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area. The Renter of the Clubhouse will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the Clubhouse.
12. Damages: The Renter will be responsible for repair or replacement for any damage done to the Clubhouse and HOA property, including without limitation, the structure, landscaping, furniture, equipment, and window coverings. Nothing may be attached to the windows, doors or walls in any way (tacks, tape, staples, nails, etc.). The HOA maintains general liability, fire, and property insurance. However, HOA's insurance policies do not cover or protect against loss of Renter's property or damage or injury to Renter's guests or their property.
13. No wall hangings or decorations may be applied to walls, doors, or windows. Free-standing screens may be brought in for decoration.
14. Access: Renter will meet Rental Manager to obtain key for the Clubhouse, assuming all requirements of the Rental Agreement have been met. Fontainebleau Homes Association Board of Directors or their designated representative shall be allowed reasonable access to the facility during the rental. The Overland Park Police Dept is given the express right to enter the clubhouse during any party. If the police are called upon to respond to complaints of excessive noise or other disturbances, the Deposit may be forfeited.
15. Interior and exterior cameras may be in use at all times. Renter grants permission to Fontainebleau Homes Association Board of Directors or their designated representative to use any images (photographs and/or video) for use in Media publications. Renter hereby waives any rights to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them or the event now or in the future, whether that use is known or unknown, and Renter waives any right to royalties or other compensation arising from or related to the use of the image.
16. Clean-up of Clubhouse: The Renter will be responsible for cleaning the Clubhouse, including all decorations, equipment and furniture, immediately after the function ends. Cleaning includes wiping down the countertops, tables and chairs. The renter will also be responsible for placing all trash in the containers outside. A Clean-up checklist will be provided by the Rental Manager.
17. Assumption of Risk and Indemnification: The Renter will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the Clubhouse by the Renter and said Renter hereby agrees to hold harmless and indemnify the HOA and its officers, directors, agents, and employees, of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs (collectively "Claims"), including without limitation Claims for damage to property (including loss of use), bodily damage, or death, concerning, relating to or arising out of Renter's lease or use of the Clubhouse and premises.
18. No warranties: There are no warranties, expressed or implied, by HOA to Renter regarding the condition of the Clubhouse, rental premises, equipment, or personal property contained at the premises, except as contained in this Agreement.
19. Furniture: All furniture and equipment must remain inside the clubhouse at all times.
20. Heat/AC: Heat and/ or AC must be returned to the original setting and lights are to be turned off by the Renter when function is over.
21. Lock doors: The Renter will lock the doors when the function is over and at any time the Clubhouse is unoccupied.
22. Codes and Fines: All applicable jurisdictional laws, codes, and fire codes apply. Renter agrees to be responsible for any and all violations, fines and fees resulting from his or her rental, and shall indemnify and hold the HOA harmless for said violations, fines and fees.
23. Occupancy limit: The maximum occupancy for the Clubhouse is 220.
24. No live animals will be allowed on the premises (Excluding service animals).
25. Candles: No candles or open flames and no fog machines are permitted on premises.
26. Kitchen: The kitchen is for food service only, no cooking permitted. A maximum of three (3) crockpots or equivalent shall be plugged in at one time, all set to the lowest/warming setting.
27. Vendors: Renter is responsible for providing a list of all vendors to the Event Manager a min of seven (7) days prior to event. Renter is responsible for providing HOA with valid certificates of insurance with the proper amounts of coverage for all vendors scheduled for the event. These vendors include, but are not limited to, caterers, valets, performers, photographers, entertainment, equipment rentals, florists, decorators, sound, food trucks and lighting technicians, etc. All vendors must have a certificate of insurance, naming "Fontainebleau Homeowners Association, Inc." as certificate holder and additional insured. If valid certificates of insurance are not provided as indicated, the vendor will not be allowed on the premise.
28. Termination: This Agreement may be terminated at any time by either party upon seven (7) days' written notice for any reason. Any fees paid by the Renter are considered non-refundable.
29. Violation: Violations of these rules will be determined by the Board in their sole discretion. Violations to the clubhouse rules and policies are addressed on a case by case basis by the Board of Directors. The Board of Directors will decide if a violation has occurred from the person(s) claiming the violation, the Owner/Resident who rented the Clubhouse, and any other relevant people. For first offense, minimum consequences to the Renter may include forfeiture of the deposit and a 6-month waiting period before being able to rent again. For a second offense, forfeiture of the deposit and a one year waiting period.
30. Return of the Security Deposit: The security deposit will be retained by the HOA to offset its damages if the Clubhouse is not left in a clean and orderly condition. The Clubhouse Coordinator or Board Member has the authority to determine if clean up meets specifications and has final say. In addition, the Renter will be liable for any and all additional damages suffered by the HOA as a result of Renter's use of the premises.
31. Miscellaneous: This Rental Agreement shall be governed by and construed under the laws of the State of Kansas. This Rental Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties. The validity, interpretation and performance of this Rental Agreement shall be governed by the laws of the State of Kansas. The provisions of this Rental Agreement are severable. Should any provision of this be unenforceable, the remaining provisions shall remain valid and binding. No changes, modifications, amendments of any of the terms and conditions of this Rental Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives. This Rental Agreement embodies the entire agreement between the parties. All statements, negotiations, proposals or promises prior to the date of this Rental Agreement are merged herein and superseded hereby, there being no agreements, warranties, understandings or promises other than those written expressly herein.

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_