

# St. James Court Resident Contract for the Use of the Clubhouse Facilities

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the St. James Court Homes Association Inc., hereafter referred to as Owner and \_\_\_\_\_, hereafter referred to as User.

WITNESSETH: That User shall be provided with the use of the St. James Court clubhouse facilities hereafter referred to as facilities, under the following terms and conditions, and that the swimming pool and exercise room are not included in the term "facilities." The clubhouse address is 14101 W. 151<sup>st</sup> Terrace, Olathe KS 66062.

Date of event: \_\_\_\_\_

Time period to include setup and cleanup: \_\_\_\_\_

The type of event: \_\_\_\_\_

**PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY AND INITIAL EACH ITEM IN THE SPACE PROVIDED TO THE RIGHT.**

<b><i>Terms and Conditions</i></b>	<b><i>Initial Here</i></b>
1. User hereby states that the User is a bonafide Homeowner of St. James Court and is a member in good standing of the St. James Court Homes Association, Inc. User also understands that any expense of cleanup and/or repair following the event shall be the responsibility of the User. Failure of the User to pay such costs to the St. James Homes Association, Inc. shall result in a lien being filed against their St. James Court property. User must be present at the event from start to finish including the decorating and cleanup. Failure of User to be in attendance shall result in forfeiture of security deposit and/or loss of privilege for use of the facility.	
2. Separate checks for non-refundable User Fee of \$100 and Security Deposit of \$250 made payable to "St. James Court HOA" along with the completed contract is required a minimum of two weeks in advance of the event date. Cashier checks or money orders made payable to <b>St. James Court HOA</b> will be required if reservation request is made less than two weeks in advance of the event. You will be notified when the contract and checks have been received and the reservation is verified by Kay Vargo.	
3. Once the reservation is verified, Kay Vargo will post the event on the eNeighbors calendar.	
4. The User fee of \$100 will be forfeited if reservation is cancelled within 14 days of the engagement date.	
5. The security deposit shall be returned to the User under the following conditions: The facility is left in a clean and orderly condition by 9:00 a.m. day following event. Cleanup may be pre-arranged at a cost of \$180. See item #6. No damage, other than normal wear, has occurred as determined by a committee member. User is responsible for securely closing all exterior doors and windows, making sure coffee pots, etc., are turned off and all lights and fans are turned off. All thermostats shall be set according to the instructions posted in the clubhouse kitchen.	

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Neither St. James Court Homes Association nor First Service Residential shall be responsible for personal items left in the clubhouse after the rental period. After a satisfactory inspection, User will be notified that their \$250 security check will be voided and may be picked up or shredded by contacting Kay Vargo @419-350-6132.	
6. I would like to arrange for contract cleanup following my event at a minimum cost of \$180 which must be arranged prior to the event. Circle YES or NO If answered "NO," I will provide my own cleanup following my rental, to be completed by 9:00 a.m. on the day following my event.	
7. The maximum number of persons attending a "sit down" dinner shall be 30. The maximum number of persons to occupy the facility shall be 74.	
8. User hereby states that facility will be used as "an extension of User's living room" and for no other reason, and for no unlawful purpose. Political gatherings are not allowed.	
9. No pets are allowed in the clubhouse or on the clubhouse grounds. Violation will cause loss of security deposit.	
10. User agrees that if persons eighteen years of age or younger attend the function that there will be at least one person having attained their 21 <sup>st</sup> birthday for every 10 persons age 18 or under.	
11. Intoxicating beverages will be served only to persons who have attained their 21 <sup>st</sup> birthday. Illegal drugs will not be tolerated, and the User will forfeit the security deposit. Violation will result in immediate termination of the function and the clubhouse will be closed.	
12. Food is not to be prepared in the facility; however, catering is permissible, as is the heating of food in the kitchen. User will remove all their food from the refrigerator and clean microwave and oven if food is heated. User must empty all trash cans and recycle bins at the end of the event.	
13. Music must cease to play no later than 12:00 midnight. The music shall be reduced in volume so as not to be heard outside the facility.	
14. Smoking (including e-cigarettes) is not allowed in the clubhouse or in the areas adjacent to the clubhouse. Violation will result in the User forfeiting the security deposit.	
15. Nothing may be put on the walls unless attached by blue painters' tape. Staple guns, hot glue, nails, glitter, or confetti are not to be used to decorate. If it is determined that any of these items have been used, the user will forfeit the security deposit.	
16. Clubhouse furniture may not be taken outside or removed from the building. This includes taking the furniture out onto the deck or concrete. If furniture is rearranged for your event, it must be returned to its original location.	
17. User agrees not to modify the television, to connect electronic devices, to view PowerPoint videos or computer screens. If the television is modified, See #21.	
18. Homeowners and guests attending the private event may not use the pool or exercise room. Violation will result in the User forfeiting the deposit. During the event, SJC Residents are allowed to use the exercise room and pool.	
19. The clubhouse must be vacated and secured no later than midnight. Overnight sleeping is not allowed.	

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20. The St. James Court Homes Association Board of Directors, the Property Manager, or their designated representative shall be allowed reasonable access to the facility during the function.	
21. User accepts full responsibility for actions of User, User's guests, and User's invitees and any damage to the facility or furnishings, including the television, stove, dishwasher, microwave and refrigerator 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 manner, such payment will be charged to User as a Homeowner's assessment. Said assessment shall in no way limit Owner from enforcing this Agreement in any court of competent jurisdiction.	
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 their access key for a minimum of one year at the discretion of the Clubhouse and Pool Committee.	

Homeowner's signature \_\_\_\_\_ Date \_\_\_\_\_

Homeowner's unit # \_\_\_\_\_ Homeowner's phone # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Homeowner's email address \_\_\_\_\_

**Mail or deliver completed contract with checks payable to St. James Court HOA to:**

Kay Vargo

[janet.vargo@utoledo.edu](mailto:janet.vargo@utoledo.edu)

15262 S. Greenwood Street, Suite #2401

Olathe, KS 66062

Questions? Call 419-350-6132

*Approved March, 2025*