

SYMPHONY HILLS HOMES ASSOCIATION CLUBHOUSE RESERVATION AGREEMENT

For Symphony Hills Residents in Good Standing

This agreement is entered into on this date _____. In consideration of the Symphony Hills Homes Association (The Association) allowing me to the exclusive use of the Symphony Hills clubhouse located at 14915 Gallery St, Olathe KS 66062 (The Clubhouse), equipment, and furnishings, I (the undersigned) agree to the Symphony Hills Homes Association Clubhouse Reservation Agreement (the Agreement) as follows:

1. I agree to reserve the Clubhouse on _____ (date) under the terms and conditions set forth below.
2. I am reserving the Clubhouse for _____ (event) which will be attended by approximately _____ people.
3. The function will be held between the hours of _____ and _____ on the date noted above. I understand that continued use of the Clubhouse after the house for which it has been reserved will constitute a breach of this agreement and will result in forfeiture of my deposit. **NOTE: Include time for set-up and clean-up in the hours listed above.**
4. Clean up is to be completed immediately after the function, unless arrangements are made otherwise. Failure to do so constitutes a breach of this agreement and will result in forfeiture of my deposit.
5. The Association of Symphony Hills, its Board of Directors or its representative reserve the right to refuse any rental.
6. The rental fee for this event shall be _____. I will make the security deposit of _____, (in the form of a second, refundable check) which is due and payable along with the rental fee upon submission of the Agreement. I further understand and agree that this deposit will be used to pay for cleaning costs along with any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any action of persons present at, attending, or in any other way related to my function. A checklist will be completed after the event (see final page of this agreement). I understand that any charges made against my deposit will be explained to me. If the cost of the repairs exceeds the amount of my deposit, I agree to pay the Association for full cost of the repairs within ten (10) days of receipt of a written explanation of damages and a bill from the association for such repairs. I agree that all the deposits, fees, and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered as assessment and constitute a lien against my property shall be fully collectible as such provided for in the Association's Declarations and Restrictions.
7. I agree that use of clubhouse is restricted to the main level only and does not include use of the basement, garage, community pool or parking lot (for uses other than my guest's parking). I may use the area adjacent to the parking lot to the south and may use the front lawn of the clubhouse, however the back and west sides of the clubhouse are not included in the rental. I understand that during normal pool operation hours, residents of the community may use pool and parking lot.
8. I agree that no clubhouse furniture may be moved outside, to the pool or parking lot.
9. I agree that the external doors to the clubhouse will remain closed during my rental.
10. I agree that alcoholic beverages will be served only to persons who have attained their twenty-first (21st) birthday.

11. I agree that the maximum number of persons to occupy the clubhouse is 92.
12. I will not pin, tack, drape or otherwise adhere anything to the rafters, ceiling fans or sound panels on the walls. I may use limited amounts of masking tape on the walls and vertical surfaces (excluding sound panels), but I am responsible for all damage caused to the walls and other surfaces by the use of such or any tape or decorations.
13. I understand that smoking is not permitted in the clubhouse or within 10 feet of the building entrance.
14. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for, and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members past, present and future from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
15. I agree to indemnify and hold harmless the Association of Symphony Hills, its officers, directors, employees, agents, and members, past, present, and future from any and all claims, costs, causes of action and liability (including, but not limited to, attorney fees), for injury, to person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, or any member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.
16. I assume all responsibility for the actions and behavior of all persons present at, attending or in any other way related to my function, and I agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-laws, and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any way related to my function may, at the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.
17. I understand that I am being granted the exclusive use of the Clubhouse for the time period described above, subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or wellbeing of any person or constitute a threat of any property.
18. I am at least eighteen (18) years of age and will be in attendance at my function. I hereby agree and represent that the Clubhouse will be used for lawful purpose only and that if any conduct of the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under the Agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.
19. In the event of cancellation of my reservation fourteen (14) days or less prior to the scheduled event, the charge will be 50% of the rental fee. I understand that my rental payment (check or cash) may be deposited up to 7 days prior to my event date.
20. Subject to those deductions provided for in this agreement, the deposit will be refunded in whole or in part within 48 hours after the closing checklist has been completed.
21. I agree to clean the facilities after use per the attached checklist (see final page of this agreement).
22. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association, and the fees are paid in full.
23. I have carefully read and understand this agreement and the attached rules and agree to be bound by its terms:

Date of Event _____

NAME _____

ADDRESS _____

PHONE _____

CONTACT NUMBER ON DAY OF EVENT _____

EMAIL ADDRESS _____

SIGNATURE _____ DATE _____

FOR ASSOCIATION USE ONLY – DO NOT WRITE IN THIS SPACE

AGREED TO AND ACCEPTED BY THE ASSOCIATION

BY _____ TITLE _____

DATE _____

FEE _____ CHECK # _____

DEPOSIT _____ CHECK # _____

CHECKLIST COMPLETED BY _____

DEPOSIT RETURNED BY _____

Symphony Hills Homes Association

Clubhouse Clean-up Checklist

For Renter _____

Date of Rental _____

Date Checklist Completed _____

Kitchen

- Counter tops, stove, oven wiped of all spills
- Floor swept and mopped
- Sink cleaned and food removed
- All food removed
- Refrigerator emptied of food and ice, and wiped of all spills
- All lights turned off
- Remove all garbage and put in new garbage bag

Restrooms

- Trash removed and disposed of
- Floors swept and mopped
- Sinks and mirrors wiped down

Main area

- Return tables to their original place
- All chairs placed upside down on table
- All chairs wiped down
- Floors swept and mopped
- All decorations removed
- All lights turned off

Trash/Grounds

- All litter and cigarettes butts picked up and disposed of properly
- Renter is responsible for placing all trash in bins located on South side of Clubhouse. Trash bags must be securely closed and free of holes when placed outside.

Failure to comply with any of the above responsibilities will result in forfeiture of entire security deposit.

By assisting us with this clean-up, you are not only allowing the turnover of the Clubhouse to another group in a timely manner, but you also allow us to keep our rental rates reasonable.