

Contract and Agreement for the use of the Century Farms Clubhouse Facilities

This Agreement made and entered into this _____ day of _____, _____ by and between the Century Farms Homes Association and _____, hereinafter referred to as "Association Member".

WITNESSTH: That Association Member shall be provided the use of the Century Farms Clubhouse Facilities located at 16801 Century St Overland Park, KS 66221, hereinafter referred to as "Facilities", under the following terms and conditions. The Swimming Pool area is NOT included in the term "Facilities". _____

Initial

1. The function shall be held on _____, _____, between the hours of _____ AM until _____ PM. Neither the Century Farms Homes Association nor FirstService Residential, Inc. 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 function is _____; the maximum number of persons attending shall be _____.

Initial

3. The USE FEE is (check made out to First Service Residential):

Special Rate for 1 - 30 people Monday – Thursday..... \$200**

**Association Member shall be responsible for all cleaning as defined in Paragraph 4 below. Professional cleaning will not be provided.

Up to 149 persons (Maximum Occupancy)500.00

This flat rate includes professional cleaning as described in paragraph 4 below.

A security deposit of \$350.00 (must be a separate check made out to Century Farms HOA) and use fee (also made out to Century Farms HOA) of \$_____, totaling \$_____ shall be received at least thirty (30) days in advance of the function date (returned to FirstService Residential with this signed Agreement).

**Proof of Homeowners Insurance shall be provided with application. _____

Initial

4. The cleaning fee includes mopping, vacuuming, and bathroom cleanup. All other cleaning & trash removal should be completed by the Association Member, and furniture should be placed back where it was found. If additional cleaning is needed (more than 1 hour) Association Member will be charged at a rate of \$75/hour. _____

Initial

5. Remit Payment to FirstService Residential, 11500 Ambassador, Suite 360, Kansas City, Missouri 64153. Your reservation is not complete nor confirmed until full payment and deposit is

received. You will receive a confirmation letter from First Service verifying your reservation.

Initial

6. Association Member states that he/she is a bona-fide Association Member in good standing of the Century Farms 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 Century Farms Homes Association shall result in a lien against their Century Farms 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 Association Member to be in attendance may result in forfeiture of security deposit and/or loss of privilege for use of the facility again. _____

Initial

7. 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

8. Association Member acknowledges that use of the pool is not included as part of the facility rental. _____

Initial

9. Intoxicating beverages will be served only to persons who have attained their twenty-first (21st) birthday. Violations will result in immediate termination of the function and the facility shall be closed. _____

Initial

10. 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

11. Smoking is **NOT** permitted in the facility, including entry hall and restrooms. Any evidence and/or damage of smoking will result in loss of security deposit. _____

Initial

12. The furniture on the first-floor rooms cannot be moved. The Furniture in the Terrace room may be moved with approval from the Manager. _____

Initial

13. 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 stone or glass topped tables. _____

Initial

14. *No staple guns, tape, hot glue guns, nails, thumb tacks, confetti or glitter* are to be used to decorate the clubhouse. _____
Initial
15. Signs or flyers on any private property to announce the event or to give directions to the clubhouse are prohibited. _____
Initial
16. DJs stereos and bands are not allowed to play on the outside deck past 10:00 PM. All music must cease to play no later than 12:00 Midnight and shall be played at a volume not to be heard outside the facility. _____
Initial
17. The rental fee, security deposit, and the signed contract must be submitted to FirstService Residential ten (10) days prior to the event, or the contract is not valid. The security deposit shall be returned to Association Member only 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. Clubhouse key card access will be scheduled once funds and contract are received by First Service Residential. _____
Initial
18. 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 30 days, such payment will be charged to Association Member as a Homeowner's Assessment and a lien will be placed against the Member's Century Farms property. Said Assessment shall in no way limit Owner from enforcing this Agreement in any court competent jurisdiction. _____
Initial
19. Upon leaving the facilities after use, the Association Member shall lock all exterior doors and windows, make sure oven, coffee pot, etc. are turned off, all lights are extinguished. _____
Initial
20. "Air Conditioner and Heating Requirements" If you are renting the clubhouse and the outside temperature is extremely cold (below 20°) or extremely warm (above 90°) please make arrangements with the Clubhouse inspector or FirstService Residential to activate the heat or air 24 hours in advance of your event. The thermostat must be set to 76 degrees in the summer and 67 degrees in the winter at the conclusion of your event. _____
Initial
21. Under no circumstances shall any illegal substances be brought into the facility or onto any part of the premises including the parking areas. Association Member shall not permit any noise or conduct that may be offensive to other Century Farms residents or result in disturbance of the peace. _____
Initial

22. Any Member of the Century Farms 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 reason to believe that violation of this Agreement has, in fact, occurred, is occurring, or may occur. _____
Initial
23. If, in the reasonable judgement of the Owner (any member of the Century Farms Homes Association Board of Directors, the Property Manager, or their designated representative), any term or condition herein has been violated by Association Member, his 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
24. 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
25. Return this Agreement along with payment, as described in paragraph 5 above, to FirstService Residential, 11500 Ambassador, Suite 360, Kansas City, Missouri 64153. If you have any questions, please call 816-414-5300. _____
Initial
26. Unless you have made arrangements with the Board of Directors, Association Member cannot enter the clubhouse until 10:00 am on the day Association Member has rented the clubhouse.

Initial

 Association Member

 Signature of Association Member

 Residence Address at Century Farms

 Date

 Phone Numbers (Home/Cell and Work)

 Email Address