

TOMAHAWK CREEK

11600 Tomahawk Creek Parkway, Leawood KS 66211

Telephone: 913-209-6386

kameron.mckenzie@fsresidential.com

CLUBHOUSE RENTAL AGREEMENT

This agreement is entered into with _____ (lessee) and the Tomahawk Creek Condominiums Association, Inc. (lessor) for the use of the Tomahawk Creek Clubhouse facilities for a function to be held on **Date:** _____ **Time:** _____ to _____.

Two (2) checks payable to Tomahawk Creek Condominiums are required to hold the requested date and time. A rental fee, based on the chart below, and a deposit fee of \$225.00 are due 60 days in advance of the event. The deposit fee is refundable after the clubhouse has been inspected, and FirstService Residential approves the condition of the clubhouse. The clubhouse must be cleaned and approved prior to the start of the next business day, or the deposit will be retained by the home owner's association.

A 4-digit code is required to enter the clubhouse for events after-hours. The lessee must provide the office with the 4-digit code at the time the Clubhouse Rental Agreement is returned with the rental fee and deposit. It is the lessee's responsibility to check the 4-digit code 24 hours in advance of the reservation to ensure that it works.

In the event that the lessee fails to verify the 4-digit code in advance, forgets or loses the code, FirstService Residential, maintenance, and board members will be unable and unavailable to provide access into the clubhouse. The rental fee is non-refundable.

Only homeowners may rent the clubhouse, and they must be current on their monthly HOA dues. The homeowner who signs the Clubhouse Rental Agreement must be present at the event. If not present at the event, all attendees will be asked to vacate the premises and the security deposit will be forfeited.

If a *renter* is looking to rent the clubhouse for an event, the owner of that unit, as well as the renter, will need to initial and sign two (2) copies of the Clubhouse Rental Agreement, provide the rental fee, deposit, and an additional \$100.00 third party deposit along with a 4-digit code, 60 days in advance of the scheduled event.

Clubhouse Rental Fee:

0-45 People	4 Hours	\$75.00
	8 Hours	\$130.00
	12 Hours	\$175.00

CLUBHOUSE USAGE TERMS AND CONDITIONS:

1. The lessor (including its officers and property manager) will not be responsible for any injury or loss suffered by the lessee.
2. If said premises should be damaged or destroyed before the scheduled event, the contract shall forthwith terminate, and the lessor will return all fees paid towards the rental. Lessee hereby waives any and all claims for damages.
3. Lessor does not provide insurance. If insurance is required, it must be provided by the lessee and paid by the lessee.
4. The homeowner who signs the Clubhouse Rental Agreement must be present at the event. If not present at the event, all attendees will be asked to vacate the premises and the security deposit will be forfeited.
5. Lessee shall exercise every precaution to prevent damages to the premises.
6. If lessee cancels the event within 7 days of proposed function date, the rental fee is forfeited.
7. All trash must be removed from the facility and placed inside the trash compactor immediately after the function.
8. Alcoholic beverages may be served only to individuals of legal drinking age. In Kansas, the legal age for alcohol is 21 years old.
9. No smoking in or near the clubhouse is allowed. Any use of illegal substances is prohibited. Any lessee, their family, and/or guests found in violation of this will forfeit their deposit, and a fee will be assessed for the violation. In addition, future rentals will not be allowed.

Initials: _____

10. **The Lessee understands that the Pool is NOT available for use during clubhouse events. Any items found in and around the pool area such as: glass containers, cans, trash and so forth that is directly related to the event will be considered noncompliance of this agreement and may be asked to terminate the event and forfeit the deposit. If any broken glass is found in the pool area, the pool will be closed, and the lessee will be charged a fee for the draining, cleaning, and refilling the pool at an estimated cost of \$3000.00**

Initials: _____

11. The facility will be used as “an extension of your living room” and for no unlawful purpose.
12. Guests are required to park only in the parking spaces designated for “Visitors”. Unauthorized cars in designated spaces, carports, or driveways of homeowners or blocking of fire lanes will be towed at the owner’s expense. Carpooling is recommended. Visitors can park at the park across the street and walk or ferry over to Tomahawk Creek Condominiums.

Initials: _____

13. A cleaning checklist must be utilized and initialed by homeowners before the event and turned in again after the event before the deposit is returned. The lessor agrees to have the clubhouse, bathrooms, and kitchen cleaned and stocked with necessary items.
14. If any additional cleaning is required or damage repaired to the clubhouse facilities in direct correlation with the event, the homeowner agrees to pay all costs in a timely manner or a lien will be assessed against the owner’s property and the deposit fee will be forfeited.

Initials: _____

15. All events must end by **10:00 p.m.** The lessee shall not permit any noise or conduct that may be

offensive to other Tomahawk Creek residents or results in disturbance of the peace. If the lessee, family, and/or guests are found in violation of this rule, he/she will be asked to end the event. The deposit fee will be forfeited, and use will be denied for future events.

Initials: _____

- 16. Under no circumstances shall any illegal substance be brought into the facility or onto any part of the premises, including the parking areas. Lessee, family and/or guests found to be in violation of this rule will be asked to end the event, the deposit fee will be forfeited and use will be denied for future events.

Initials: _____

- 17. Glitter or confetti is not to be used to decorate the facility. Items requiring to be hung should be hung using command strips. If it is determined that use of glitter, confetti or any other item that can damage the walls such as tape, push pins, nails and so forth have been used, the deposit fee will be forfeited.

Initials: _____

- 18. Lessee acknowledges that he/she is an owner at Tomahawk Creek Condominiums and, as such, accepts full responsibility for the facility during the term of the lease. Lessee further acknowledges that he/she will be in attendance at the event for the entire duration, and that he/she is personally liable for any and all damages which may be sustained as a result of the lessee, family, and/or guests' use of the facility. Lessee personally guarantees payment in full and in a prompt and reasonable fashion for all such damages, including any additional clean-up of the clubhouse and/or repair of damages above and beyond the rental fee and the deposit fee. Lessor may seek enforcement of this lease in any court of competent jurisdiction.

- 19. To the extent permitted by applicable law, no member, agent, employee, or representative of the Board of Tomahawk Creek Condominiums Association nor FirstService Residential shall have any liability in connection with this lease and rental of the clubhouse. Lessee agrees to indemnify each Board member, the Association, and FirstService Residential and their employees, agents, and representatives against all claims, demands, judgments, fines, amounts paid in settlement and reasonable expenses including attorney's fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein.

- 20. Lessee also acknowledges that FirstService Residential, Maintenance or any agent for Tomahawk Creek Condominiums are NOT liable for any damages, accidents or loss of the lessee, family and/or guests' actions.

RENTAL FEE: _____ **TOTAL # OF GUESTS:** _____

TYPE OF EVENT: _____

DATE AND TIME OF EVENT: _____

DEPOSIT FEE: _____ **ADDITIONAL FEE:** _____

****Please make sure that you have read the above agreement and initialed in the designated areas. After you have done so, please print your name and sign****

Homeowner Name: _____

Homeowner Signature: _____ **Date:** _____

Contact Number & Email: _____

Property Manager's Signature: _____ **Date:** _____

~~~~~

Date of Deposit Refund: \_\_\_\_\_

Homeowner Name: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_

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

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

Property Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Notes (Office Only):

---

---

---

---

---

Disclaimer: The clubhouse, pool area and fitness areas' are under 24 hour video surveillance. In the event that there is a complaint or concern regarding said event, The Board and FirstService Residential has the right to review the footage from the event; video footage is not the sole determinative factor deciding whether any actions are to be taken against the lessee and their guests for violations.