

CONTRACT AND AGREEMENT FOR THE USE OF GREENBRIER CLUBHOUSE FACILITIES

This Agreement made and entered into this _____ day of _____ 20____ by and between the Greenbrier Homes Association, Inc., hereinafter referred to as Owner, and _____ hereinafter referred to as User.

That User shall be provided the use of the Clubhouse facilities, at 8501 West 84th Terrace, Overland Park, KS 66212, hereinafter referred to as facilities, under the following terms and conditions and that the swimming pool, exercise room, tennis court, and driveways are not included in the term "facilities" for setting up equipment or use. No banners or signs may be installed on the pool or tennis court fence as part of a Clubhouse rental.

The function shall be held on _____, 20____; between the hours of _____ and _____. IF THE CLUBHOUSE IS NOT CLEANED BY THE END TIME OF THE SCHEDULED EVENT, THE ENTIRE SECURITY DEPOSIT IS FORFEITED. The User must supply their own cleaning supplies including trash bags. There is a vacuum that can be utilized. However, if for some reason the vacuum is missing or non-functioning, it is still the responsibility of the User to complete the vacuuming. Neither the Greenbrier Homes Association nor Signature Property Management shall be responsible for personal items left in the clubhouse after the designated rental period. The maximum number of persons allowed is 49. The type of function is:

On the day of your rental, the front door can be opened with your key fob. Please contact Wanda Villines Asset Manager, Signature Property Management, 913-563-4500 or sos@signaturepm.com or a board member if you do not have your pool/exercise room key fob.

One check for the use fee of \$100 for the full day and a second check for the security deposit of: \$200.00 shall be paid accompanying this contract. The reservation will be accepted upon receipt of this use fee. These fees can also be added to your ClickPay account to be paid online. The checks should be made payable to: Greenbrier Homes Association.

Upon a satisfactory walkthrough inspection with the Clubhouse assistant, the \$200.00 deposit will be returned within 14 business days from the function date.

PLEASE READ THE FOLLOWING RULES CAREFULLY AND INITIAL AFTER EACH ITEM

1. User hereby states that User is a bona fide HOMEOWNER or RESIDENT RENTER of Greenbrier Homes Association and is a member in good standing of the Homes Association. User understands that any clean-up and/or repair expense following the event shall be the responsibility of the User and will be deducted from the security deposit. User is responsible for any charges in excess of the security deposit. Charges not paid by due date will be considered a default with immediate revocation of all pool/exercise room privileges until such expenses are paid in full. _____

2. User accepts FULL RESPONSIBILITY for actions of User and User's guests, including any damage to the facility or furnishings, shown to have been caused by the User or User's guests. User agrees to pay, in full, the amount of such damage, and further agrees that if such payment is not made in a timely fashion, such payment will be charged as a Homeowners Assessment. Said assessment shall in no way limit Owner from enforcing this Agreement in any court of competent jurisdiction. _____
3. User must be present at event from start to finish including decorating and cleanup. Failure of User to be in attendance shall result in forfeit of security deposit and/or loss of facility privileges. _____
4. User hereby states that the facility will be used as "an extension of his living room and for no other reason, and for no unlawful purpose." _____
5. Intoxicating beverages will be served only to persons who have attained their twenty-first (21st) birthday. Violation will result in immediate termination of the function and the clubhouse shall be closed. No illegal substances will be used or brought onto the premises. _____
6. User agrees that if persons aged eighteen or under attend the function there will be at least one person having attained their twenty-first birthday for every ten (10) persons eighteen or under. Homeowner must also be present. _____
7. The maximum number of persons to occupy the facility shall be 49. _____
8. Music must cease to play no later than 11:00 p.m. The music shall be reduced in volume so as not to be heard outside of the facility. Live bands are not permitted. _____
9. No smoking is allowed in the clubhouse. Evidence of smoking while within the building will result in a charge of \$100.00 and loss of clubhouse and pool/exercise room privileges. _____
10. Nothing may be put on or fixed the walls. Staple guns, hot glue, nails, glitter, or confetti should not be used to decorate. If it is determined that any of these items have been used, there will be a minimum clean up charge of \$75.00. _____
11. Clubhouse rental guests will NOT have access to the pool or fitness center during the rental period. _____
12. The clubhouse MUST be vacated and secured no later than 11:00 p.m. on weeknights and 12:00 a.m. on Friday and Saturday. Overnight sleeping is not allowed. _____
13. User is responsible for:

- i. Securely closing all exterior doors and windows
- ii. Turning off and cleaning all appliances; including oven, microwave, and coffee pot.
- iii. Turning off the T.V.
- iv. Turning off all lights.

The security deposit shall be returned to User ONLY under the following conditions:

- i. The facility is left in a clean and orderly condition by the end of the scheduled event time (trash is to be placed in the outdoor Clubhouse polycart).
- ii. No damage, other than normal wear, has occurred, as determined by the Clubhouse Assistant/Property Manager. A Board Member, the Property Manager, or their designated representatives shall be allowed reasonable access to the facility during any function.

Clubhouse Renter's Initials: _____

FAILURE TO COMPLY WITH ANY OF THE TERMS OF THIS CONTRACT WILL RESULT IN PENALTIES (MONETARY OR OTHERWISE) UP TO AND INCLUDING FORFEITURE OF PRIVILEGES FOR A

MINIMUM OF ONE YEAR AT THE DISCRETION OF THE BOARD.

The undersigned understands that this agreement does not include use of the pool or exercise room and agrees with all other conditions of this Agreement. If any person(s) enter into the exercise room or pool area, the event can be terminated early and all funds will be forfeited. Return this Agreement and fees to wanda@signaturepm.com or Signature Property Management, PO Box 11350, Overland Park, KS 66207. If you have any questions, please call Wanda at 913-204-0232 Cell.

Homeowner Signature:

Address: _____ Key Fob #: _____

Telephone Number: _____