

Davidson Farms Homes Association (DFHA)
CONTRACT AND AGREEMENT
FOR THE USE OF THE CLUBHOUSE FACILITIES

DATE OF EVENT: _____ **TIME (from)** _____ **(to)** _____

RESIDENT DESIRING USE: _____

PERSON RESPONSIBLE: _____

ADDRESS: _____

TELEPHONE: _____

TYPE OF FUNCTION: _____

NUMBER OF PERSONS ATTENDING: _____. Maximum 74 by order of KCFD

RENTAL RATES: \$175.00

SECURITY DESPOSIT: \$350

The rental rate and security deposit is due at the time of rental to secure the date. Deposit is to be made to Davidson Farms Homes Association and mailed to 105 N. Stewart Ct, Suite #225, Liberty, MO 64068

The rental fee and deposits are due two weeks prior to the event date. A cashier's check or money order will be required if the clubhouse is rented less than two weeks from the event date. Residents key fob will be activated to allow access to the Clubhouse for the agreed date and time only.

There will/will not be alcohol served at the event I am renting the DFHA Clubhouse for :

RENTAL FEE PAID: \$ _____ **RECEIVED BY** _____ **DATE** _____

DEPOSIT FEE PAID: \$ _____ **RECEIVED BY** _____ **DATE** _____

TOTAL OF REFUNDABLE Deposits paid by renter: \$ _____

CANCELLATIONS: The full deposit is refundable up to one month prior to the rental date. **NO REFUNDS THEREAFTER.**

Upon a satisfactory inspection by the Clubhouse Manager, the deposits (less any monies withheld due to damages) will be returned to the renter. (Allow a minimum of 2-3 weeks).

SIGNATURE OF RENTER (RESPONSIBLE PARTY) FOR THE ABOVE INITIALED FEES:

SIGNATURE: _____ DATE: _____

PHONE NUMBER WHERE RENTER CAN BE REACHED BEFORE, DURING, AND AFTER EVENT:

This Agreement made and entered into this ____ day of _____, 20____ by and between the Davidson Farms Homes Association (DFHA) Inc., hereinafter referred to as Owner or DFHA, and _____, hereinafter referred to as User.

WITNESSETH: That User shall be provided the use of the DFHA Clubhouse facilities, hereinafter referred to as facilities, under the following terms and conditions and that the SWIMMING POOL, PAVILION AREA, AND PICKLEBALL COURT ARE NOT INCLUDED IN THE TERM "FACILITIES."

PLEASE READ THE FOLLOWING RULES CAREFULLY AND INITIAL AFTER EACH ITEM

1. The function shall be held on _____, _____, between the hours of _____ and _____. If Lessee enters the clubhouse before the hours listed on this contract, Lessee will be charged an additional day of rental, which will be taken from the Lessees' deposit. If the Facilities are not cleaned and secured by 8:00AM on the day following the scheduled event, the cleaning fee will be deducted from the security deposit. The cleaning fee will vary depending upon the amount and type of cleaning required. The Association Member will not be contacted to re-clean the facility. Neither the Davidson Farms Homes Association shall be responsible for any item left in the Facilities after the designated rental period. _____
2. User hereby states that the User is a bonafide HOMEOWNER in the Davidson Farms subdivision and is a member in good standing of the Davidson Farms Homes Association (DFHA). User also understands that any expense of clean-up and/or repair following the event shall be their responsibility of the User and failure of User to pay such costs to the DFHA shall result in a lien against their Davidson Farms Property. User must be present at the event from start to finish including the decorating and clean-up. Failure of User to be in attendance shall result in forfeiture of security deposit and/ or loss of the privilege to use the facility again at the sole discretion of the DFHA. _____
3. User accepts FULL RESPONSIBILITY for actions of User, User's guests, and User's invitees and for any damage to the facility or furnishings, 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 fashion, such payment will be charged to use as a Homeowner's Assessment. Said assessment shall in no way limit DFHA from enforcing this Agreement in any court of competent jurisdiction. _____
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. The use/rental fee of \$_____ will be forfeited if reservation is cancelled within 30 days of the engagement date. The reservation will be accepted upon receipt of this fee.
6. Intoxicating beverages will be served only to persons who have attained their twenty-first (21st) birthday. **BEER KEGS ARE NOT ALLOWED** in the clubhouse. Violation will result in immediate termination of the function and the clubhouse shall be closed. _____

7. The Davidson Farms Homes Association Board of Directors members, their Property Manager, or their designated representative shall be allowed reasonable access to the facility during the function. _____
8. Clubhouse furniture may not be taken outside or removed from the building. This also includes taking the furniture onto the concrete. All furniture is to be returned to its original location if it has been rearranged. The blinds are not to be moved or tampered with. _____
9. User agrees that if persons age 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. _____
10. The cost of a security call will be withheld from the deposit of the User who is renting the clubhouse if we receive a false alarm bill from the city. _____
11. Food IS NOT to be prepared in the facility, however, catering is permissible, as is the heating of food in the kitchen oven. The User is responsible for the complete cleaning of all appliances and surfaces of the Kitchen. _____
12. There is no propane or charcoal burning grills of any kind allowed in the clubhouse for cooking. If this type of activity is witnessed at your event, User's deposit is automatically forfeited. _____
13. The maximum number of persons to occupy the facility shall be 74. _____
14. The clubhouse MUST be vacated and secured no later than 10:00 pm the day of the rental. THE ALARM MUST BE SET. Overnight sleeping IS NOT allowed. _____
15. No Smoking is allowed in clubhouse or premises. Evidence of smoking while within the building or premises will result in a fine of \$1,000.00. _____
16. Music must cease to play no later than 9:00 p.m. The music is to be reduced in volume so as not to be heard outside of the facility by 8:00 p.m. _____
17. No staple guns, hot glue guns, tape, adhesives, nails, etc. are to be used to attach items to the walls, windows, doors, mirrors, ceiling fans, or any clubhouse surface that could incur damage. Confetti IS NOT an allowable decoration. If it is determined that any of these items have been used, repair costs will be deducted from the Damage Deposit. _____
18. Renter accepts FULL RESPONSIBILITY for actions of Renter, Renter's guests, and invitees and for any damage to the facility or furnishings, shown to have been caused by the Renter or Renter's guests. Renter agrees to pay, in full, the amount of such damage. _____
19. Unless you make arrangements with the Clubhouse Manager or DFHA, Lessee **cannot** enter the clubhouse prior to date and time listed in Paragraph 1 of this contract. An extra days rental will be charged and taken from deposit if Lessee enters. _____

20. 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 180 days at the discretion of the DFHA Board of Director's. _____

THE UNDERSIGNED UNDERSTANDS THAT THIS AGREEMENT DOES NOT INCLUDE EXCLUSIVE USE OF THE POOL, PICKLEBALL COURT, PAVILION AREA, AND AGREES WITH ALL OTHER CONDITIONS OF THIS AGREEMENT AND ALL RENTERS QUESTIONS HAVE BEEN ANSWERED TO THEIR SATISFACTION.

Please return this Agreement to Davidson Farms Homes Association, 105 N Stewart Ct., Suite 225, Liberty, MO 64068. If you have any questions, please call (816) 599-1001

Renter's Signature: _____ Date: _____

DO NOT WRITE BELOW THIS LINE (check-list used by clubhouse manager and cleaning service)

PREMISES INSPECTED AFTER EVENT ON _____ AT _____ BY _____
(day) (time)

RECOMMENDS RETURN \$ _____ OF DAMAGE DEPOSIT

DEPOSIT FUNDS OF \$ _____ RETURNED ON _____ BY _____ TO _____

Upon a satisfactory inspection, the deposit will be returned. (Allow a minimum of two to three weeks.)

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

Clubhouse Manager is to initial after each item that has been completed by the user to clubhouse manager's satisfaction:

1. The facility is left in a clean and orderly condition by 8:00 a.m. of the day following the event. _____
2. No damage, other than normal wear, has occurred, as determined by the Clubhouse Manager. _____
3. Renter is responsible for locking exterior doors and windows, making sure oven, coffeepot, etc. are all turned off, and all lights are off. _____
4. All thermostats shall be set according to the instructions posted in the kitchen in the drawer next to the refrigerator in the clubhouse. _____

CLEAN-UP COSTS SCHEDULE

If prior to being checked out by the Clubhouse Manager you do not clean the items listed below and leave them in satisfactory condition, the following charges will be deducted from you Damage Deposit or owed to us if your Damage Deposit is insufficient to cover the charges. The prices given for the items listed below are average prices only. If owner incurs a higher cost for cleaning, you will be responsible for the higher cost.

KITCHEN CLEANING

| | |
|-------------------|---------|
| Stove & Vent Hood | \$10.00 |
| Oven | \$25.00 |
| Refrigerator | \$25.00 |
| Sink & Countertop | \$20.00 |
| Floor | \$20.00 |
| Microwave | \$25.00 |
| Trash (each bag) | \$10.00 |

BATHROOM CLEANING (Each)

| | |
|----------------|---------|
| Toilet | \$10.00 |
| Sinks & Vanity | \$15.00 |
| Mirror | \$10.00 |
| Floor | \$20.00 |
| Trash | \$10.00 |

CLUBHOUSE

| | |
|------------------|---------|
| Tabletops (each) | \$ 5.00 |
| Mop Floors | \$40.00 |

User will be charged \$20.00 per bag to haul off trash left behind. This includes trash left in the outside receptacle.