

Clubhouse Information

Clubhouses are to be rented and paid for by homeowners only.

Checks for the rental deposit are cashed.

Allow 2 weeks to receive refund of your deposit, after the clubhouse inspection.

Keys are to be picked up during normal business hours: Mon. – Fri. 8AM to 5PM excluding holidays. Keys must be returned by 10AM the morning following your function.

CANCELLATION: TWO (2) WEEKS (14 FULL DAYS) NOTICE MUST BE GIVEN TO RECEIVE A REFUND.

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CLUBHOUSE #3 RENTAL REQUIRES A \$300.00 DEPOSIT

CLUBHOUSE #3                      Rent: \$150.00

8100 Monrovia                      Capacity: 116 people

Equipment:  
85 folding chairs, 22 padded chairs, 5 – 8ft rectangular tables  
4 – 6ft rectangular tables, 4 – 6ft round tables, 2 sofas & 2 chairs, 1  
Coffee table, 1 game table & 4 chairs, 1 vacuum cleaner, 1 mop,  
Bucket, wringer.  
Kitchen has stove, refrigerator, dishwasher and microwave oven.

CLUBHOUSE #1 RENTAL REQUIRES A \$200.00 DEPOSIT

Clubhouse #1                      Rent: \$100.00

8201 Monrovia                      Capacity: 75 people

Equipment:  
71 folding chairs, 2 – 8ft. rectangular tables and 4 – 6ft rectangular  
Tables, 4 – 6 ft. round tables, 1 sofa & 1 occasional chair, 1 coffee table,  
2 end tables, 1 ottoman, 1 vacuum cleaner, 1 mop, bucket, wringer.  
Kitchen has stove, refrigerator and dishwasher and microwave.

Four Colonies Homes Association  
Application for Clubhouse Rental

Today's Date: \_\_\_\_\_

This lease agreement shall be considered canceled if: dues assessments are not paid in full (including all amounts delinquent, all amounts accelerated due to delinquency and all accrued interest amounts); lessee is found not to be the owner of record (as recorded in the office of the Register of Deeds of Johnson County, Kansas); lessee is found to be in violation of any items or conditions of this application or the attached lease agreement:

(Initial)\_\_\_\_\_ 1) as of the date of application to rent the clubhouse

(Initial)\_\_\_\_\_ 2) prior to the date of the scheduled function

(Initial)\_\_\_\_\_ Cash payment is required on all rentals with less than 10 workdays notice. Both deposit and rent will be cashed and deposited after initial application approval. Refund checks will be mailed within 30 workdays following the function or when it has been determined that all terms of the clubhouse lease agreement have been met.

Type of function: (must be "personal social function" only) \_\_\_\_\_

Function date: \_\_\_\_\_ Clubhouse # \_\_\_\_\_

Rent Amount: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Total Check: \_\_\_\_\_ Homeowner Check #: \_\_\_\_\_ Received By: \_\_\_\_\_

Name (owner of record): \_\_\_\_\_ Home Phone # \_\_\_\_\_

FCHA Address: \_\_\_\_\_ Work Phone # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Mail deposit refund check to the following address (off-site homeowners only):

Four Colonies Homes Association  
Clubhouse Lease Agreement

This lease is made and entered, upon approval as set forth in the application, by and between Four Colonies Homes Association of Lenexa, Inc., a not for profit corporation organized and existing under the laws of Kansas, (hereinafter called "the Lessor"), and \_\_\_\_\_

The Owner of Record at \_\_\_\_\_, (hereinafter called "the Lessee").

witnesseth that the Lessee shall lease from the Lessor the Facility commonly known as Clubhouse # \_\_\_\_\_, (hereinafter called "the Facility"), for a \_\_\_\_\_, (hereinafter called "the Function"), upon having read and acknowledged agreement with, indicated by the initials of the Lessee, each of the following terms and conditions:

- (Initial)\_\_\_\_\_ 1. Clubhouse Functions are restricted to the Eligible Homeowners' Personal Social Functions Only.
- (Initial)\_\_\_\_\_ 2. Homeowners are not to "sponsor" a function for an ineligible person nor an event which results in monetary gain for anyone.
- (Initial)\_\_\_\_\_ 3. Payment of the rent and deposit fee will be accepted only from the eligible homeowner. All personal checks must be drawn against the eligible homeowner's personal account only.

The agreed rental price of the Lease is \$\_\_\_\_\_, which has been paid herewith, and receipt of which is hereby acknowledged by the Lessor.

The agreed deposit price of this Lease is \$\_\_\_\_\_, which has been paid herewith, and receipt of which is hereby acknowledged by the Lessor.

- (Initial)\_\_\_\_\_ 4. The Function shall be held on \_\_\_\_\_.

(Initial)\_\_\_\_\_ 5. The key to the Facility will only be given to, and signed for by the Lessee, unless Lessee designates an authorized person in writing. The Lessee will have access to the Facility for exactly 24 hours beginning 10:00 AM the day of the Function, and until 10:00 AM the morning following the Function, at which time the key must be returned to the Office at Clubhouse #2. Returning all keys is a prerequisite for refund of the lease deposit. If the Facility is rented on a Saturday or Sunday, Lessee is responsible for picking the keys up prior to 5:00 PM on Friday of the week (or, if a holiday, the previous workday) at the management office.

(Initial)\_\_\_\_\_ 6. If the Facility is rented for a Sunday, following a Saturday rental, Lessee understands that the sole responsibility for cleaning is upon the Saturday Lessee. Inspections cannot be made over a weekend and the management office and Association assumes no responsibility for the condition of the Facility under these conditions.

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(Initial)\_\_\_\_\_ 7. The Lessee, upon receipt of the Facility key, will be held responsible for the security of the Facility and any damage that may occur to the Facility during the time the key is checked out to the Lessee. All exterior doors are to be checked and locked when the Lessee is not in the Facility. The facility and grounds must be vacated by 1:00 AM on Friday and Saturday nights, 12:00 midnight on Sunday through Thursday nights.

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(Initial)\_\_\_\_\_ 8. The Lessee must arrange for any delivery or pick up of items to take place strictly when the Lessee is present, and only during the 24-hour period when the Lessee has possession of the key. The Lessor will not accept Lessee arranged deliveries at the office nor open the rented Facility to any contractor for delivery or pick up of any items.

(Initial)\_\_\_\_\_ 9. The capacity of Clubhouse #1 is understood to be **75** persons. The capacity of Clubhouse #3 is understood to be **116** persons.

(Initial)\_\_\_\_\_ 10. Beer, wine, or liquor shall be served only in compliance with Kansas State and Lenexa City laws. Particularly, no one under 21 years of age shall be allowed access to such beverages and ID's are to be checked by any one known adult.

(Initial)\_\_\_\_\_ 11. Food will/will not be served at the Function. (Circle one)

(Initial)\_\_\_\_\_ 12. The Facility is to be inspected by the Lessee when keys are picked up. If the Facility is not deemed clean or damages are detected, Lessee must provide written notice of such to the office. No such claims will be allowed after the Function. The Facility is to be thoroughly cleaned by the Lessee before 10:00 AM the morning following the Function. Proper cleaning is the complete responsibility of the Lessee and neither the Lessee, nor the Lessee's contractor, will be allowed into the Facility past 10:00 AM to do any further cleaning. The Lessor will make the final determination whether the Facility has been properly cleaned and when necessary, will automatically deduct any cleaning cost from the lease deposit.

(Initial)\_\_\_\_\_ 13. The Lessor agrees to make an effort to provide some cleaning tools (i.e., mop, vacuum, bucket with wringer, etc.) for the Lessee to use in cleaning. However, should any item or items not be available or in proper working order, it is the responsibility of the Lessee to provide their own cleaning tools in order to thoroughly clean the Facility.

(Initial)\_\_\_\_\_ 14. The Lessee agrees to clean all appliances, mop clean and rinse all floors, vacuum all carpeted areas, clean all countertops and trash containers (inside and out). The Lessee further agrees that the Facility and Grounds shall be left free of decorations, balloons, trash and debris. Any additional cleaning to walls, carpet or upholstery due to spills, pickup and removal of trash or decorations, repair of kitchen or restroom facilities due to misuse, damage to Grounds or the Facility, will be charged to the Lessee. The Lessee understands that, should the cost to repair or replace any damage exceed the deposit amount, it will be attached to the Lessee's next monthly dues assessment to be paid no later than that due date, and that if payment is not made by that due date, a lien will be filed against the Lessee's property. The Lessor, through its designated agent or agents, shall determine if the Lessee has complied with these conditions and is entitled to return of the lease deposit.

(Initial)\_\_\_\_\_ 15. The Lessee agrees that if the Lenexa Police are called to investigate or break-up the Function, due to a resident's complaint, the lease deposit shall not be refunded.

(Initial)\_\_\_\_\_ 16. The Lessee agrees to be present at all times during the Function and to accept full responsibility for all actions of his/her guests, employees or contractors using the Facility. The Lessee agrees that the Facility shall not be used for any unlawful purpose. The Lenexa Police, Fire and Building Inspection Departments are given the express right to enter the Facility during the Function. The Lessee agrees that if any representative of the aforesaid departments finds the Facility to be over capacity, or the Function to be in violation of any Kansas State Law or Lenexa City Ordinance, said representatives may stop the Function and the lease deposit will not be refunded by the Lessor. The Lessee further agrees that, at such time, all persons attending the Function shall leave the Facility and Grounds Immediately.

(Initial)\_\_\_\_\_ 17. The Lessee agrees that if the fire alarm is activated, due to anyone intentionally pulling

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The fire alarm lever, the Lessee will pay the Lessor \$300.00 along with any other fees. The Lessor will also impose a \$300.00 fee if anyone makes an unauthorized attempt to use the downstairs area, resulting in the secured doors of the Facility being opened and the Lenexa Police responding to the alarm.

(Initial)\_\_\_\_\_ 18. The Lessee agrees there will be No Smoking inside the Facility of Clubhouse #1 or 3.

(Initial)\_\_\_\_\_ 19. The Lessee agrees: there will be no grills or cooking on the deck or grounds; confetti or sparkles are not allowed inside the Facilities or on the grounds; nothing is to be attached to the light fixtures, ceiling fans, or any part of the sprinkler system; no nails, tacks, or staples are to be used to attach anything to any surface.

(Initial)\_\_\_\_\_ 20. The Lessee acknowledges that he/she is not renting or reserving a swimming pool and/or swimming pool area.

(Initial)\_\_\_\_\_ 21. The Lessee agrees that persons attending the Function will be instructed to use common courtesy in not blocking the driveways of residents, and to use caution in obstructing traffic in the private cul-de-sacs surrounding the Facility.

(Initial)\_\_\_\_\_ 22. The Lessee understands that the Clubhouse #3 lease is only for use of the main floor and deck of the Facility, and does not authorize use of the basement floor, or any facility located within the basement level.

(Initial)\_\_\_\_\_ 23. The Lessee agrees there will be no driving or parking on the grass area surrounding the Facility by his/her guests, employees, or contractor's using the Facility.

(Initial)\_\_\_\_\_ 24. The Lessor reserves the right to deny this lease.

The Lessee agrees to hold harmless and indemnify, including reasonable attorney's fees, the following: Four Colonies Homes Association of Lenexa, Inc., its' Board of Directors, employees and agents thereof, (collectively "Four Colonies") for any act, omission, error, claim, cause of action, debt, liability or damages of any kind which may arise from the use of the Facility, adjacent walkways or parking lot areas.

Further, I understand the hazards of the novel coronavirus ("COVID-19) and am familiar with the current Center for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates as well as those of local health authorities.

Notwithstanding the risks associated with COVID-19, I hereby choose to use the Facility and fully assume all risk of injury, illness or death arising from my use of the Facility and I hereby waive, release and forever discharge Four Colonies from and against any and all claims, causes of action, costs and expenses, including reasonable attorney's fees, arising my leasing the Facility related to COVID-19.

This is the entire agreement of the parties and any modification hereof must be in writing and signed by the parties hereto.

This lease agreement shall be construed and interpreted pursuant to the laws of the State of Kansas and any lawsuits arising here from shall be tried in the District Court of Johnson County Kansas. I further waive any right to a jury trial of any dispute arising from my use of the Facility or in connection with any of the released claims.

Please note that we follow the current CDC Guidelines. If there is a change after this lease is signed, but before your event, it may affect the capacity allowed, and possibly cancel your reservation.

This agreement is binding on the heirs, successors, assigns, and legal representatives of the parties hereto.

This agreement is executed in duplicate on the date and year aforesaid.

Lessee:

\_\_\_\_\_

Date

\_\_\_\_\_

Address

\_\_\_\_\_

Print Name – Lessee (Owner of Record)

\_\_\_\_\_

Signature – Lessee (Owner of Record)

Lessor:

\_\_\_\_\_

Date

\_\_\_\_\_

Signature – Lessor (FCHA)