

The Homes, Inc

660 Manorcrest, K.C., KS 66101, 913-321-2471, thehomesinc@thehomesinc.com
On Call # 913-948-2211

Clubroom/Deck Rental Agreement

Renter of clubroom: _____ Address: _____

Phone: _____ Email address: _____

Date of rental: _____ Time: _____ to _____

Type of event (birthday, shower, etc.) _____ Number of people expected: _____

The charge for rental of the Clubroom/Deck is \$75.00 and is non-refundable. A \$75.00 deposit must be paid one week before the reservation date. The deposit will be available for return the following business day after the event.

**If the alarm is set off during your event your deposit will not be returned.
If banners, streamers, etc. are taped to wall ceilings or floors the tape must be removed. If not, your deposit will not be returned.
If using confetti or glitter it must be swept up in the clubroom and bathrooms.
If not, your deposit will not be returned.**

I have received all of the pages of these Policies and the Agreement and agree to all terms and provisions of both.

Signature: _____ Date: _____

Approved By: _____ Date: _____

COMPLETED BY OFFICE

Rental Paid BY: () Cash or () Check # _____

Deposit Paid By: () Cash or () Check # _____

Notes:



The Homes, Inc. is an Equal Opportunity Housing Participant

Clubroom/Deck Rental Agreement

1. BASIC PROVISIONS

The "Permitted Event" shall be for the above purpose and for no other purpose or purposes.

The "Event Premises" is the clubroom/deck, office building, surrounding premises and parking lot. Use of any areas of the office building other than the Clubroom/Deck and the restrooms is strictly prohibited without prior written approval by The Homes, Inc.

2. RENTAL OF CLUBROOM/DECK

Responsible Shareholder shall have use of the Event Premises for the purposes of the permitted Event during the Rental Date during the times specified above in Section 1 of this Agreement. The Permitted Event must end by 8:00 p.m. on the Rental Date. Additionally, unless otherwise previously approved in writing by The Homes, (i) the Responsible Shareholder shall have access to the Event Premises starting at the Arrival Time for set up of the Permitted Event and (ii) all clean up must be completed by the End Time. The Responsible Shareholder shall only use the Event Premises for the purpose described as the Permitted Event unless The Homes provides in prior written consent for other uses, and shall only use the Event Premises during the time agreed upon in this Agreement.

3. FAILURE TO VACATE EVENT PREMISES BY END TIME

If the Responsible Shareholder, guests, or any other persons Responsible Shareholder admitted to The Event Premises, do not vacate the Event Premises, by the End Time, Responsible Shareholder shall be subject to a fine and possible eviction.

4. ACCESS AND DELIVERIES

The Homes or its agents or employees are permitted on the Event Premises at any time.

5. NO ALCOHOLIC BEVERAGES

No Alcoholic Beverages are permitted on the Event Premises.

6. NO BAR-B-QUE GRILLS ON THE DECK

No bar-b-que grills are permitted on the Event Premises. The bar-b-que grills that have been provided should be used. Outside Grills that have been utilized when renting the Clubroom, should be cleaned. The coals should be placed in the trash can that has been provided. In the event the grills have not been cleaned, there will be a charge of \$20.00 for the corporation to clean them out.

7. POLICIES GOVERNING USE OF THE CLUBROOM/DECK

Responsible Shareholder agrees to fully comply with all terms and conditions contained in this Agreement and the ("Policies Governing Use of The Clubroom/Deck" the policies') a copy of which is attached to this Agreement. If the Responsible Shareholder, guest or any other persons admitted by the Responsible Shareholder fail to fully comply with all such terms and conditions, The Homes, at its sole discretion may close down the Permitted Event without further obligation by The Homes to the Responsible Shareholder and retain the entire Base Rental Fee, as well as any remaining Deposit. Such violations are also grounds for eviction from The Homes. This provision shall not in any way limit The Homes from exercising any and all legal rights it may have against the Responsible Shareholder, guests or other individuals as a result of such violations. The Homes shall have the right to reasonably amend and revise such Policies and supplement them upon written notice to the Responsible Shareholder.

8. DAMAGE AND INDEMNIFICATION

Responsible Shareholder shall not damage, nor make any alterations, additions, or improvements to the Event Premises, the Building, or Parking Area whatsoever without The Homes' prior written consent, nor permit any others to do the same. If any portion of the Event Premises, the Building, or the Parking Area, or any fixtures attached to or personal property at any of them are damaged by the act, omission, or negligence of Responsible Shareholder, guests, or any persons admitted to the Event Premises, the Building, or the Parking Area, then Responsible Shareholder will be responsible for the cost of repair and/or replacement to return these items to the present condition. This obligation



includes, but is not limited to, costs for any damage done by moving the property of Responsible Shareholder into, or out of The Event Premises or Building, all breakage, and any damage caused by the overflow or escape of water, steam, gas, electricity, or other substances. If any portion of The Event Premises, the Building, or the Parking Area is not cleaned up by the End Time to the satisfaction of The Homes, then Responsible Shareholder will be responsible for the cost of cleanup. Any costs for repair, replacement, and cleanup (collectively, The "Damage Costs") shall be determined on a statement rendered by The Homes to the Responsible Shareholder. The Homes may use the Damage Deposit to pay for the Damage Costs. To the extent that the Damage Deposit is not adequate nor used to cover the Damage Costs, the Responsible Shareholder will promptly pay the difference upon receipt of an itemized statement by The Homes.

To the extent permitted by law, Responsible Shareholder shall also assume full responsibility for and defend, indemnify, and hold harmless (i) The Homes, Inc. and (ii) and their employees, agents, owners, directors, officers, contractors, successors, and assignees, from and against any and all claims, demands, damages, judgments, penalties, settlements, losses, causes of action, expenses, fines, or liabilities (including, but limited to, liabilities for penalties and reasonable attorney's fees) resulting from Responsible Shareholder's, guests', or any other persons' (i) negligent or willful acts or omissions, (ii) violations of any federal, state, or local laws, ordinances, or regulations, (iii) breach of any provision of this Agreement or the Policies.

9. MISCELLANEOUS

The headings used in describing the various paragraphs and sections of this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of the various paragraphs, sections, and provisions of this Agreement. This Agreement shall be construed in accordance with the laws of the state of Kansas. Except as provided for in this Agreement, this Agreement and Policies constitute the entire agreement of the parties. This Agreement may not be amended or modified except in writing and signed by the parties or as provided in this Agreement. There are no oral agreements, understanding, promises, or representations between The Homes and Responsible Shareholder. If Responsible Shareholder is more than 1 person, their obligations and responsibilities under this Agreement shall be joint and several, if all or any portion of any provision of this Agreement or the Policies is held to be invalid, illegal, or unenforceable in any respect, it will not affect any other provision of either, and the remainder of the Agreement and Policies, to the extent possible, shall remain in full force and effect.

THE HOMES, INC. RULES AND POLICIES GOVERNING USE OF CLUBROOM/DECK

The Clubroom/Deck is generally available for personal use by shareholders. The Clubroom/Deck is not available for commercial use and use of the Clubroom/Deck for monetary gain shall be prohibited. The Clubroom/Deck is generally available for rental on Saturdays and Sundays from 8:00 a.m. to 8:00 p.m. The use of the Clubroom/Deck is not a right. It is a privilege granted by the corporation and is conditioned upon compliance with the rules and policies of the corporation. The policies governing the use of the Clubroom are subject to periodic review and change by the Board of Directors. Violations of any of these rules by a Shareholder can result in eviction from The Homes. Violations of any of these rules by an Employee can result in discipline up to and including termination.

- 1) Responsible Shareholder must sign a contract entitled Clubroom/Deck Rental Agreement (the "Agreement") at the time the Clubroom/Deck is reserved. All terms defined in the Agreement shall have the same meanings when used in these Policies Governing Use of Clubroom/Deck (the "Policies") as they have in the Agreement. Shareholders must be current on their maintenance in order to rent the Clubroom/Deck.
- 2) The charge for the rental of the Clubroom/Deck is \$75.00 and is non-refundable. A deposit of \$75.00 must be paid when the Clubroom/Deck is reserved and the Agreement is signed. If the Clubroom/Deck is left in good condition and no alarm or other costs have been incurred, the remaining deposit of \$75.00 will be returned.
- 3) The Responsible Shareholder reserving the room must be present at all times and is responsible for insuring that all guests comply with these rules. The Responsible Shareholder is also responsible for turning out lights, and making sure that the Clubroom/Deck has been cleaned. A maintenance man will be present to unlock the Clubroom/Deck door and will return to secure the building at the end of the designated time for the rental.
- 4) Any illegal activity taking place at the Clubroom/Deck during any Event shall be grounds for immediately shutting down the Event and forfeiture of the deposit.
- 5) Responsible Shareholder shall promptly give to The Homes notice of any accident or malfunction of any equipment at the Event Premises ("the Clubroom/Deck, Office Building, Surrounding Premises and Parking Area").
- 6) No commercial musical equipment such as a "DJ" would use in a nightclub, including sub-woofers, is allowed. No music may be played outside the building. In the event that The Homes becomes aware of the use of such equipment or is



required to address any complaints concerning noise during the use of the Clubroom/Deck, the Event or party will be shut down immediately.

7) No decorations are to be taped, stapled, or attached to floors, windows, walls, ceilings, doors, woodwork, fixtures, furnishings, or any part of the Event Premises that will cause damage. No banners, signs or other objects shall be attached to any walls, pillars, doors, windows, or elsewhere within the Event Premises unless approved in advance by The Homes, and must not in any way damage the paint or structure or cosmetics of the Event Premises. Nothing can be attached to the ceiling tile or grid work (i.e. no string, tape, piñata, etc.). Responsible Shareholder at his or her cost must remove all such permitted banners, signs, and/or other objects, and shall be responsible for the payment of any cost associated with damage to the Event Premises as a result thereof, notwithstanding any prior approval. Responsible Shareholder shall not make or cause to be made any alterations, additions, or improvements to the Event Premises without first obtaining The Holmes's prior written consent. Nothing must be dragged across the floor, like tables, chairs, etc. Floor can be scratched, so if you have to move something, lift it up.

8) Regulations of the Fire Department must be strictly followed. No fire doors or exits shall be blocked by displays, tables, or signs. Fire doors must be able to swing completely open and closed at all times.

9) The Clubroom/Deck can accommodate a maximum of 50 people. Strict adherence to this capacity is required. 10) Responsible Shareholder must coordinate all deliveries to the Clubroom/Deck and set-up for the Event with The Homes. Responsible Shareholder is to be responsible for the set-up of all tables and chairs and for the proper return of the same after the Event.

11) The Homes will not be responsible for delivery or loss of goods, merchandise, or other articles of value.

12) No shipments or deliveries will be made to the Event Premises without the express permission of The Homes. Permission for deliveries and any parking of vehicles related to such deliveries must be obtained prior to each delivery or attempted delivery. Responsibility for obtaining such permission rests with the Responsible Shareholder.

13) No one is allowed in any electrical or mechanical equipment rooms. Children must be supervised: no running or other dangerous behavior is permitted. Responsible Shareholder is solely responsible for guests' and children's supervision to ensure compliance with this Agreement, and agrees to indemnify and hold The Homes harmless in the event of any damage caused as a result of the failure to so supervise.

14) The Permitted Event must end by 8:00 p.m. on weekends (Saturday- Sunday).

15) Use of the telephone is limited to receiving or making local calls.

16) If the alarm system is triggered during an Event, the Responsible Shareholder shall be assessed charges for the alarm.

17) Use of any of the Office Building other than the Clubroom/Deck and restrooms is strictly prohibited without prior approval of The Homes.

18) Responsible Shareholder is to remove everything brought into the Event Premises, including, but not limited to, trash, food, beverages, debris, empty bottles, flowers, and decorations. Garbage is to be placed in the receptacle in the Parking Lot. If trash is not removed from the Event Premises by the End Time, a charge will be assessed.

19) All counter tops shall be left free of all food products and waste. Any food waste left in the kitchen area will result in a charge to the Responsible Shareholder. Responsible Shareholder or caterer shall provide the appropriate supplies to contain all spills of any nature and to keep all floor surfaces dry throughout the Permitted Event. Cleaning supplies are located in the hall.

20) Throwing of rice, confetti, or glitter is prohibited. Due to potential fire hazard, no decorations with open flame, including candles, will be allowed.

21) Alcoholic beverages are not allowed on the Event Premises.

22) Responsible Shareholder will keep all common areas of the Event Premises, including but not limited to, hallways, entry ways, and sidewalks, free of debris, trash, equipment, obstructions, and any other items.

23) The Homes shall have the right to revise, amend, and supplement the foregoing Policies.

24) Should any questions arise as to the interpretation of these Policies, the decisions of The Homes shall be final in every respect.

25) Responsible Shareholder may forfeit all or part of the Damage Deposit if any infractions of the above Policies, or provisions of the Agreement, occur. Infractions of the above policies shall be considered a material breach of the Shareholder's Lease Agreement with The Homes and grounds for eviction.

NOTE: IF THE DAMAGE DEPOSIT IS NOT ADEQUATE TO COVER THE \$150.00 ALARM CHARGE, THE COST OF THE CLEAN UP, REPAIR, OR REPLACEMENT, THE EXCESS COSTS

SHALL BE PAID PROMPTLY BY RESPONSIBLE SHAREHOLDER UPON RECEIPT OF AN ITEMIZED STATEMENT BY THE HOMES.

