

**THE COVES
CONTRACT AND AGREEMENT FOR USE OF
CLUBHOUSE FACILITIES**

This Agreement made and entered into this _____ day of _____, _____ by and between the **Coves Homes Association, Inc.** and _____, hereinafter referred to as "Association Member".

WITNESSETH: That Association Member shall be provided the use of the Coves Clubhouse Facilities located at 8221 N Overland Drive, Kansas City, MO 64151, hereinafter referred to as "Facilities", under the following terms and conditions. The Swimming pool and basement storage areas are not included in term "Facilities"._____

Initial

1. The function shall be held on _____, _____, between the hours of Noon on _____ and 8:00 AM on _____. If you enter the clubhouse before Noon on the day of your event you will be held liable for any damage or uncleanness as a result of any functions held the night prior. If the Facilities are not cleaned by 8:00 AM on the day following the scheduled event, the contract-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 Coves Homes Association nor FirstService Residential shall be responsible for any item left in the Facilities after the designated rental period._____

Initial

2. The maximum number of persons attending shall be _____.
3. The type of function is _____.
4. The use fee of \$ _____ (see attached Use Fees), a dance fee of \$75.00 (if applicable), a security deposit of \$350.00 totaling \$ _____ shall be paid in advance of the function date. Please send the deposit and use fees in two (2) separate checks.
5. Cleaning:

_____ I would like to arrange for normal cleaning following my event at a charge of an additional \$100.00. This \$100.00 is to be included in the use fee check.

_____ I do not wish to have contract clean-up for my event. I will provide my own clean-up following my rental to be completed by 8 AM the day following my event in accordance with the Clubhouse Clean-Up Checklist attached hereto.

6. Association Member states that he/she is a bona-fide Association Member in good standing of the Coves Homes Association, Inc. Association Member also understands that any expense of clean-up and/or repair following the function shall be the sole responsibility of Association Member and failure of Association Member to pay such costs to the Coves Homes Association, Inc shall result in a lien against their Coves property, even though not all owners of said property have signed this Contract._____

Initial

7. Association Member hereby states that the facility will be used as an “extension of his/her living room”, and for no other reason, and for no unlawful purpose and must be in attendance during the period the clubhouse is in use. The Clubhouse shall not be used for fraternity or sorority functions. **THE CLUBHOUSE IS NOT TO BE USED FOR ANY PROFIT MAKING FUNCTIONS.** _____
Initial
8. Food is not to be prepared in the facility; however, catering is permissible, as is the heating of food in the kitchen oven or microwave. _____
Initial
9. Intoxicating beverages will be served only to persons who have attained their twenty-first (21st) birthday. Violations will result in immediate termination of the function and the facility shall be closed.
10. Association Member agrees that if persons age 18 or under attend the function, there will be at least one person having attained their 21st birthday for every 10 persons age 18 or under, and Association Member further agrees that wherein the majority of persons attending are age 18 or under, the function shall terminate at MIDNIGHT. _____
Initial
11. The maximum number of persons attending a “sit down” dinner shall be 100. The maximum number of persons to occupy the facility shall be 200.
12. If the fireplace is used make sure the fireplace dampers are closed after you are finished using the fireplace. _____
Initial
13. Furniture cannot be moved from the level it is on to a different level. If furniture is moved on the same level, it must be returned to its original location. Pictures or other items on the walls cannot be removed for any reason. _____
Initial
14. No staple guns, hot glue guns, tape, adhesives, nails, etc. are to be used to attached items to the walls, windows, doors, mirrors, ceiling fans, or any clubhouse surface that could incur damage. Confetti and glitter are not allowable decorations. If it is determined that any of these items have been used, there will be a clean-up charge of \$100. _____
Initial
15. No staple guns, hot glue guns, tape, adhesives, nails, thumb tacks, confetti or glitter are to be used to decorate the clubhouse. _____
Initial
16. The security deposit along with the contract must be returned at least two weeks prior to the event, or the contract is not valid. The security deposit shall be returned to Association Member only under the following conditions: _____
Initial
 - a. The facility is left in a clean and orderly condition by 8:00 AM of the day following the event (as outlined in the Clubhouse Clean-Up Checklist as attached

hereto). Clean up may be arranged by the staff at a cost of \$100.00. Prior arrangements must be made for clean-up with FirstService Residential.

- b. No damage, other than normal wear, has occurred as determined by the Manager.
 - c. The keys are returned to the Property Manager or his/her representative promptly. Failure to return the clubhouse and dumpster keys within two weeks will cause forfeiture of the complete deposit.
17. All music must cease to play no later than 1:00 AM. All music shall be reduced to a volume not to be heard outside the facility. *If a dance is held in the facility, an additional use fee of \$75.00 will be made in order to refinish the wood floor.* _____
Initial
18. The facility MUST be vacated and secured no later than 2:00 AM. Overnight sleeping is not allowed. _____
Initial
19. Association Member accepts FULL RESPONSIBILITY for actions of Member, Member's guests, and Member's invitees and for any damage to the facility of furnishings, shown to have been caused by them. Association Member agrees to pay in full the amount of such damage, and further agrees that if such payment is not made in 30 days, such payment will be charged to Association Member as a Homeowner's Assessment, and a lien will be placed against the Member's Coves Property. Said Assessment shall in no way limit Owner from enforcing this Agreement in any court of competent jurisdiction. _____
Initial
20. Association Member is responsible for locking all exterior doors and the dumpster. Thermostat shall be set according to the instruction of the Manager. _____
Initial
21. "Air Conditioner and Heating Requirements" If you are renting the clubhouse and the outside temperature is extremely cold (below 20⁺) or extremely warm (above 90⁺) please make arrangements with the Clubhouse inspector or FirstService Residential to activate the heat or air 24 hours in advance of your event. _____
Initial
22. Please do not open any windows. _____
Initial
23. Under no circumstances, shall any illegal substance be brought into the facility or onto any part of the premises, including the parking area. Association Member shall not permit any noise or conduct that may be offensive to other Coves residents or result in disturbance of the peace. _____
Initial
24. Any Member of the Coves Homes Association Board of Directors, the Property Manager, or their designated representative, shall be allowed reasonable access to the facility during the function, if there is reason to believe that a violation of this agreement has, in fact, occurred, is occurring, or may occur. _____
Initial
25. If, in the reasonable judgement of the Owner (any member of the Coves Homes Association Board of Directors, the Property Manager, or their designated representative), any term or condition herein has been violated by Association Member,

his guests or invitees, the function may be declared "terminated" at the Owner's discretion, in addition to Owner reserving the right to sue Association Member for damages. _____

Initial

26. In the event of breach by Association Member of any of the Agreements set forth herein, Owner shall be entitled to recover collection fees, lien fees, reasonable attorney's fees, service of process fees and court costs from Association Member.
27. Signs or flyers on any private property to announce the event or to give directions to the clubhouse is prohibited.
28. The Clubhouse is a non-smoking facility. Any evidence of smoking inside the facility will result in loss of security deposit or minimum fee of \$50.00. _____
Initial
29. Association Member agrees that they will clean up and remove from the clubhouse parking lot as well as the immediate grounds around the clubhouse any debris, trash, cigarette butts etc. left as a result of their function prior to 8:00 am the morning following their function. _____
Initial
30. If a portion of the Association Member's deposit is not refunded as a result of damage to the Clubhouse caused by the Association member or the Member's guest, the Board of Directors reserves the right to revoke the future rental privileges of the Association Member. _____
Initial
31. All items for the trash must be placed in actual plastic trash bags. Open items such as food or beverages should not be thrown out without properly disposing of the item in trash bags. Trash bags shall be placed in the dumpster in the parking lot. _____
Initial
32. Unless you have made arrangements with the Board of Directors, Lessee cannot enter the Clubhouse until 12:00 noon on the day Lessee has rented the clubhouse. _____
Initial
33. **ANY VIOLATION OF THIS CONTRACT WILL AUTOMATICALLY FORFIET YOUR ENTIRE DEPOSIT. VIOLATIONS ARE DETERMINED AT THE SOLE DESCREATION OF THE BOARD OF DIRECTORS OR THE CLUBHOUSE INSPECTOR.** _____
Initial

Association Member

Address

Association Member Signature

Phone Number (day & evening)

**Coves South Clubhouse
User Fees**

No fee is required for Association-sponsored activities, which are open to all residents of the Coves.

Contract must be made by a responsible person and will be handled on an individual basis. The room(s) in use must be returned to their original condition after the function.

Starting January 1st, 2024 a \$40.00 processing fee will be added to all clubhouse reservations.

Schedule of Fees for private parties and social gatherings:

Special rate of 1 – 30 people Monday - Thursday	\$140.00
1 – 50 persons	\$240.00
51 – 100 persons	\$290.00
101 – 150 persons	\$340.00
151 – 200 persons	\$440.00

200 MAXIMUM ATTENDANCE

Dancing Fee	\$75.00
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Deposit:

(To be provided for in a separate check)	
Security Deposit	\$350.00

The security deposit of \$350.00 will be destroyed if the premises are returned to the original condition, and the cleaning checklist and key are returned.

****Checks must be made out to COVES HOMES ASSOCIATION on an account held in the name of the Coves resident. The deposit should be on one check and the user fees should be on a separate check. Mail contract with deposit and use fee checks to:**

FirstService Residential
Attn: Amenities
11500 NW Ambassador Dr., Suite 360
Kansas City, MO 64153

The manager or Board of Directors has the final authority in determining the refund ability of any deposit or any portion thereof. **Any breach or violation of the clubhouse rental agreement will automatically forfeit your entire deposit.**

Any questions should be directed to FirstService Residential at 816-414-5300 and press 0.