

**Contract and Agreement for the use of the
WhiteHorse Clubhouse Facilities**

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

WITNESSTH: That Association Member shall be provided the use of the WhiteHorse Clubhouse Facilities located at 14800 Juniper, Leawood, Kansas 66224, hereinafter referred to as "Clubhouse", under the following terms and conditions. The Swimming Pool area is NOT included in the term "Clubhouse". _____ (Initial)

1. The function shall be held on _____, _____, between the hours of _____ am/pm until _____ am/pm. Neither the WhiteHorse Homes Association nor FirstService Residential shall be responsible for any item left in the Clubhouse after the designated rental period. THE CLUBHOUSE MUST BE VACATED BY MIDNIGHT OF THE DAY OF THE EVENT. Overnight sleeping is not permitted. _____ (Initial)
2. The type of function is _____; the maximum number of persons attending shall be _____. The maximum number of persons allowed is 50.
3. The required fees to reserve the Clubhouse are below:
 - a. User Fee (1-50 persons Sunday – Saturday)\$ 75.00
 - b. Security Deposit.\$ 250.00
4. Two (2) separate checks consisting of a refundable \$250.00 security deposit and non-refundable user fee of \$75.00 must be received with completed contract at least five (5) days in advance of the requested function date (returned to FirstService Residential ATTN: Amenities at 11125 Ambassador Dr, Ste 200, Kansas City, MO, 64153) _____ (Initial)
5. Contracts received without all deposits/fees listed will not be processed and the requested event date will not be reserved. _____ (Initial)

All checks must be separate!

6. Association Member states that he/she is a bona-fide Association Member in good standing of the WhiteHorse Homes Association and 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 WhiteHorse Homes Association shall result in a lien against their WhiteHorse property even though not all owners of said property have signed this Contract. _____ (Initial)
7. The Association Member must be present at the event from start to finish. Failure of the sponsoring Association Member to be in attendance may result in forfeiture of security deposit and/or loss of privilege for use of the Clubhouse again. _____ (Initial)
8. The Clubhouse is not to be used for any profit-making functions. _____ (Initial)

9. Alcoholic 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 Clubhouse shall be closed. _____
(Initial)
10. Smoking is NOT permitted in the Clubhouse, including entry hall and restrooms. Any evidence and/or damage of smoking will result in loss of security deposit. _____ (Initial)
11. Any furniture moved must be returned to its original position. _____ (Initial)
12. Food is not to be prepared in the Clubhouse, however, catering is permissible, as is the heating of food in the kitchen ovens or microwave. Beer kegs are allowed on tiled surfaces only. Hot items that could leave a stain are not to be set on the stone or glass topped tables. _____ (Initial)
13. "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)
14. No staple guns, hot glue guns, nails, thumb tacks, confetti,glitter or anything that would potentially mar the surfaces or leave residue behind in the Clubhouse are to be used. _____ (Initial)
15. Signs or flyers on any private property to announce the event or to give directions to the Clubhouse are prohibited. _____ (Initial)
16. All music and audio must cease to play no later than 12:00 Midnight and are allowed only in the Clubhouse and at a volume not to be heard outside the Clubhouse. _____ (Initial)
17. The security deposit shall be returned to Association Member only if there is no damage, other than normal wear, or items missing from the Clubhouse as determined by the Manager. The Clubhouse must be left in an orderly manner. This is the responsibility of the Association Member. No Clubhouse key will be issued until funds and contract are received by FirstService Residential. _____ (Initial)
18. Association Member accepts FULL RESPONSIBILITY for actions of Member, Member's guests, and invitees and for damage to the Clubhouse furnishings, or removal of any items 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 WhiteHorse property. Said Assessment shall in no way limit Owner from enforcing this Agreement in any court competent jurisdiction. _____ (Initial)
19. Upon leaving the Clubhouse after use, the Association Member shall lock all exterior doors and windows, make sure oven, coffee pot, etc. are turned off, all lights are extinguished; the Clubhouse attendant will set the security alarm. _____ (Initial)
20. Under no circumstances shall any illegal substances be brought into the Clubhouse or onto any part of the premises including the parking areas. Association Member shall not permit any noise or conduct that may be offensive to other WhiteHorse residents or result in disturbance of the peace. _____ (Initial)

- 21. Any Member of the WhiteHorse Homes Association Board of Directors, the Property Manager, or their designated representative shall be allowed access to the Clubhouse during the function if there is reason to believe that violation of this Agreement has, in fact, occurred, is occurring, or may occur. _____ **(Initial)**

- 22. If, in the reasonable judgment of the Owner (any member of the WhiteHorse 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)**

- 23. In the event of breach by Association Member of any agreements set forth herein, Owner shall be entitled to recover collection fees, lien fees, reasonable attorney's fees, service or process fees and court costs from Association Member. _____ **(Initial)**

- 24. Unless you have made arrangements with the Board of Directors, Lessee cannot enter the Clubhouse until 10:00am or later on the day Lessee has rented the Clubhouse. _____ **(Initial)**

- 25. Regardless of the date of this contract the pool or pool area **IS NOT** included in this contract. _____ **(Initial)**

Association Member	Signature of Association Member
Residence Address at WhiteHorse	Date
Phone Numbers (Home and Work)	

If you have any questions, you may call FirstService Residential 24/7 Customer Care Center at 816-414-5300.

WhiteHorse Clubhouse Checklist

The Clubhouse has been cleaned prior to your use. If you see any problems or have a concern, please call FirstService Residential Management at 816-414-5300 and report the concerns prior to your use.

**** Checklist MUST be returned with key in order for security deposit to be voided and destroyed.****

- _____ **Arrange all furniture as it was when you arrived.** There are photos on the upper cabinet door by the kitchen sink to assist you in the proper placement. There is a \$50.00 minimum charge if the staff has to reposition the furniture.
- _____ **Clean the glass tops and shelves with glass cleaner and paper towels, not a wet sponge.**
- _____ **Clean restroom stools, lavatories, countertops and urinal.**
- _____ **Restock restroom supplies as needed.** Extra supplies are in kitchen cabinets.
- _____ **Clean kitchen counters and sink.**
- _____ **Mop the kitchen floor.**
- _____ **Vacuum areas used.**
- _____ **Clear parking lot of trash and remove any cigarette butts left outside the Clubhouse around the entryway.**
- _____ **Place all trash in plastic trash bags and placed in the trash containers.**
- _____ **Replace liners in trash cans.**
- _____ **Leave refrigerator empty and clean.**
- _____ **Clean stove and microwave inside and out.**
- _____ **Turn off all lights.**
- _____ **Adjust thermostat to 60° in winter months (if the temperature outside is 35° or lower then set it at 68°) and 80° in summer months.**
- _____ **Close and secure all doors and windows.**

Signature of WhiteHorse Association Member contract holder

Date

If cleaning has not been completed to the specification indicated, your cleaning and/or security deposit will not be fully refunded.