



Contract and Agreement for the use of the LionsGate Clubhouse Facilities

This Agreement made and entered this _____ day of 20____ by and between the LionsGate Homes Association and, hereinafter referred to as “Association Member”.

WITNESSTH: That Association Member shall be provided the use of the LionsGate Clubhouse Facilities located at 5861 Edgewater, Overland Park, Kansas 66223, hereinafter referred to as “Facilities”, under the following terms and conditions. The Swimming Pool area is NOT included in the term “Facilities”. **Initial**_____

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

1. The function shall be held on _____, 20____, between the hours of 10:00 AM until PM. (all events must end and be vacated by midnight) Neither the LionsGate Homes Association nor the FirstService Residential shall be responsible for any item left in the Facilities after the designated rental period. THE FACILITY MUST BE VACATED BY MIDNIGHT OF THE DAY OF THE EVENT. Homeowner must complete all activities in the clubhouse, including cleanup, by midnight of the event. Homeowners will not be permitted to access the clubhouse the following day for cleanup. Overnight sleeping is not permitted.

Initial

2. The type of function is _____; the maximum number of persons attending shall be: _____.
3. The following payments must be received by FirstService Residential:

Security Deposit: **\$500.00**(separate check)
Rental Fee: **\$525.00 + \$40.00 admin fee totaling \$565.00** (separate check)

The user fee of \$565.00 and a security deposit of \$500.00 totaling \$1,065 shall be paid no later than 10 days prior to your reservation date.

CHECKS: Please send two (2) separate checks for the use fee and deposit. ALL checks will be cashed when received. The security deposit, less any fees incurred, will be mailed back to the homeowner within 30 days of the event. Checks are to be made **payable to LionsGate Homeowners Association.**

ACCESS: A temporary code will be sent to you to access the clubhouse the day of your reservation.

IMPORTANT: The signed Contract, Security Deposit Check, and Rental Fee Check must be received by the FirstService Residential Office within 10 business days from the date the Reservation was placed. If the reservation is made within 10 or less of the event, the Contract, Deposit and Fee must be received at least 72 hours before the event date. Failure to provide contract and payment within the allotted timeframe can result in the cancellation of the reservation. **Initial** _____

NOTE: If booking less than 30 days out, it will be he resident’s responsibility to get the contract and checks to the corporate office within 72 hours of booking clubhouse.

4. The \$500 Security deposit will be refunded to Lessee on the condition that the leased facility is returned to the same condition that it was before the occupancy by your party. Lessee has until midnight of the day of the event to clean and restore the facility. If furniture was moved during the event, all furniture must be placed in its original position. At this time Lessor, through his/her designated agent(s) reserves the right to determine if Lessee has complied with these conditions and is entitled to return the deposit. A copy of the clubhouse cleaning checklist may be downloaded from the community website. Upon your arrival at the clubhouse, if you find any damages or unsuitable conditions, you must report it immediately to the Management Company via email at amenities.csc@fsresidential.com. Include detailed description and pictures. The email must be received at or before the event start time. You assume full responsibility if you fail to take this action. If you wish to pay for basic cleaning of the facility after your event, please let us know in advance so that we can get that scheduled as well. The additional fee for cleaning is \$175. **Initial** _____
5. Association Member states that he/she is a bona-fide Association Member in good standing of the LionsGate 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 LionsGate Homes Association shall result in a lien against their LionsGate property even though not all owners of said property have signed this Contract. The sponsoring resident must be present at the event from start to finish. Failure of residents to be in attendance may result in forfeiture of security deposit and/or loss of privilege for use of the facility again. **Initial** _____
6. Owners may rent the clubhouse **once per quarter per household for a maximum of 4 rentals per year.** Additional rentals must be preapproved by the Board. **Initial** _____
7. Unless you have made arrangements with the Board of Directors, Lessee cannot enter the clubhouse until **10:00AM on the day** Lessee has rented the clubhouse. **Initial** _____
8. 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. The Clubhouse is not to be used for any profit-making functions. **Initial** _____
9. Lessee agrees to accept full responsibility for all actions by his guests using the facility and agrees that the facility shall not be used for any unlawful purpose. **Initial** _____
10. When individuals under eighteen (18) years of age are using the facility, there must be one adult over twenty-one (21) present for each ten (10) underage individuals present. All parties for individuals considered in this paragraph shall end no later than midnight. **Initial** _____
11. 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. **Initial** _____
12. No barbecue grills or outdoor cooking is allowed. **Initial** -----
13. Smoking is **NOT** permitted in the facility, including entry hall and restrooms. Any evidence and/or damage of smoking will result in loss of security deposit. **Initial** _____
14. The furniture in the living room cannot be moved, unless pre-approved in writing. **Initial** _____
15. Food is not to be prepared in the facility, 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** _____

- 16. No staple guns, hot glue guns, nails, thumb tacks, confetti or glitter** are to be used to decorate the clubhouse. Only removable, non-damaging command strips may be placed on surfaces but must be removed with no damage remaining before midnight of the event. Items left on the wall, damage to walls, etc will result in fines. **Initial** _____
- 17.** Signs or flyers on any private property to announce the event or to give directions to the clubhouse are prohibited. **Initial** _____
- 18.** DJs stereos and bands are not allowed to play on the outside deck past 10:00 PM. All music must cease to play no later than **11:30 PM** and shall be played at a volume not to be heard outside the facility. All noise must be in compliance with the Overland Park noise ordinance and LionsGate HOA Restrictions. **Initial** _____ .
- 19.** The signed Contract, Security Deposit Check, and Rental Fee Check must be received by the FirstService Residential Office within 10 business days from the date the Reservation was placed. Failure to provide contract and payment within the allotted timeframe can result in the cancellation of the reservation. The security deposit shall be refunded to Association Member only if the space is returned in clean condition, furniture is in its proper place, personal items are not left behind, and there is no damage or items missing from the facility as determined by the Cleaning Personnel, Board, and/or Manager. The facility 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** _____
- 20.** Upon leaving the facilities 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 security alarm is set. **Initial** _____
- 21.** Association Member accepts FULL RESPONSIBILITY for actions of Member, Member's guests, and invitees and for damage to the facility 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 LionsGate property. Said Assessment shall in no way limit Owner from enforcing this Agreement in any court competent jurisdiction. **Initial** _____
- 22.** "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** _____
- 23.** If cleaning services are needed for both the upper and lower levels of the clubhouse, a minimum of \$175 will be deducted from the security deposit. **Initial** _____
- 24.** Under no circumstances shall any illegal substances be brought into the facility 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 LionsGate residents or result in disturbance of the peace. **Initial** _____
- 25.** Any Member of the LionsGate 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 violation of this Agreement has, in fact, occurred, is occurring, or may occur. **Initial** _____
- 26.** If, in the reasonable judgment of the Owner (any member of the LionsGate 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** _____

27. 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** _____

28. Return this Agreement and applicable checks to FirstService Residential, 11500 N Ambassador Dr., Suite 360, Kansas City, Missouri 64153. If you have any questions please call 816-414-5300. **Initial** _____

Association Member Name

Email Address

Signature of Association Member

Phone Numbers (Home and Work)

Residence Address at LionsGate

Cell Phone

City/State/Zip

Date