

**Contract and Agreement for the use of the
Mills Farm Clubhouse Facilities**

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

WITNESSTH: That Association Member shall be provided the use of the Mills Farm Clubhouse Facilities located at 16020 King Street, Overland Park, Kansas 66221, hereinafter referred to as "Facilities", under the following terms and conditions. The term "Facilities" refers only to the upper level of the Clubhouse and outdoor patio. The Swimming Pool area is NOT included in the term "Facilities" _____(Initial)

1. The function shall be held on _____, _____, between the hours of _____AM/PM until _____AM/PM. Neither Mills Farm Homes Association nor FirstService Residential ("FSR") 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. Overnight sleeping is not permitted. _____(Initial).
2. The type of function is _____; the maximum number of persons attending shall be _____.
3. The use fee is (please check below):
_____ Special rate of 1-15 persons Monday – Thursday (Holidays not included)**\$75.00**
_____ Special rate of 16-30 persons Monday – Thursday (Holidays not included) **\$225.00**
_____ 1 – 50 persons.....**\$300.00**
_____ 51 -174 persons**\$350.00**

Security deposit of **\$500.00** (must be a separate check) and user fee of _____, totaling \$ _____ must be received at least 14 days in advance of the event date (returned to FSR with this signed Agreement). The fees include having the cleaning company clean the restrooms, sweeping and mopping floors and wiping all surfaces. Please see the list of cleaning items that you are responsible for. If additional cleaning is required, the cost of this additional cleaning shall be deducted from the security deposit. _____(Initial)

4. If an event is cancelled within 24 hours of the event and the Facilities are not rebooked, the Association Member shall forfeit his/her user fee. _____(Initial)
5. Association Member states that he/she is a bona-fide Association Member in good standing of the Mills Farm Homes Association and understands that any expense of cleanup 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 Mills Farm Homes Association shall result in a lien against their Mills Farm 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. Association Member shall not reserve the clubhouse for friends to utilize the Mills Farm Clubhouse. _____(Initial)
6. 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. _____(Initial)
7. 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)
8. 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)
9. The furniture in the living room cannot be moved. _____(Initial)
10. Food is permitted to be prepared in the facility and catering is permissible. 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)
11. No staple guns, hot glue guns, tape, nails, thumbtacks, confetti or glitter are to be used to decorate the clubhouse. _____(Initial)
12. Signs or flyers on any private property to announce the event or to give directions to the clubhouse are prohibited _____(Initial)

13. DJs, stereos, P.A. systems and bands are not allowed to play on the outside deck past 10:00 PM. All indoor music must cease to play no later than 12:00 Midnight and shall be played at a volume not to be heard outside the facility. _____ (Initial)
14. The rental fee, security deposit and the signed contract must be submitted to FSR fourteen (14) days prior to the event or the contract is not valid. The security deposit shall be returned to the Association Member only if there is no damage, other than normal wear, or items missing from the facility as determined by the Manager. The facility must be left in an orderly manner. This is the responsibility of the Association Member. No clubhouse reservation will be booked until funds and contract are received by Home Association Solutions. _____ (Initial)
15. 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 Mills Farm property. Said Assessment shall in no way limit Owner from enforcing this Agreement in any court competent jurisdiction. _____ (Initial)
16. 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, and all lights are extinguished. _____ (Initial)
17. "Air Conditioner and Heating Requirements" If you are renting the clubhouse and the outside temperature is extremely cold (below 20 degrees) or extremely warm (above 90 degrees) please make arrangements with FSR to activate the heat or air, twenty four (24) hours in advance of your event. _____ (Initial)
18. Any Member of the Mills Farm 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 FSR, in fact, occurred, is occurring, or may occur. _____ (Initial)
19. If, in the reasonable judgement of the Owner (any member of the Mills Farm Homes Association Board of Directors, the Property Manager, or their designated representative), any term or condition herein FSR 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)
20. 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 the Association Member. _____ (Initial)
21. All trash must be placed in plastic trash bags and removed from the clubhouse. Trash receptacles are available on the pool deck at the bottom of the stairs from the kitchen area. (You must provide your own trash bags if needed). _____ (Initial)

Association Member

Signature of Association Member

Residence Address at Mills Farms

Date

Phone Numbers (Primary and Secondary)

Email Address

Please return signed contract with rental checks to:

Mills Farm
c/o FirstService Residential
11500 N Ambassador Dr., Ste 360
Kansas City, MO 64153