

Atriums at Soho West
RESIDENT CONTRACT AND AGREEMENT
FOR THE USE OF THE THEATRE ROOM FACILITIES

This Agreement made and entered into this ____ day of _____, 20 ____ by and between the Atriums at Soho West Condominium Association, Inc., hereinafter referred to as Owner, and _____, hereinafter referred to as User.

WITNESSETH: That Homeowner shall be provided the use of the Atriums East Social Room facilities, hereinafter referred to as facilities.

Each owner/renter is allowed one reservation per room each month

Initial

***If you are having 10 or more guests, you must reserve the theatre room and pay the reservation fee**

Initial

1. The association has the right to assess any additional fees if the room is not returned to its original condition. _____
Initial
2. Non-payment of additional fees may result in charges being assessed to the homeowner's account including the assessment of a lien on their home. _____
Initial
3. If the user is not the legal HOMEOWNER, HOMEOWNER signature is required with this application.

Initial

PLEASE READ THE FOLLOWING RULES CAREFULLY AND INITIAL AFTER EACH ITEM.

4. Homeowner hereby states that they are a member in good standing of the Atriums at Soho West Condominium Association, Inc. Homeowner also understands that any expense of clean-up and/or repair following the event shall be the responsibility of the Homeowner and failure of Homeowner to pay such costs to the Atriums at Soho West Condominium Association, Inc., shall result in a lien against their Atriums Property. Homeowner must be present at the event from start to finish including the decorating and clean up. Failure of Homeowner to be in attendance shall result in loss of privilege for use of the facility again. _____
Initial
5. Homeowner hereby states that the facility will be used as "an extension of his living room and for no other reason, and for no unlawful purpose. _____
Initial
6. All trash should be bagged and disposed of in the dumpster after the event is complete. The custodial company will bill the HOA for any trash removal not complete, and the HOA will bill the resident who made the reservation. Removal of the first bag of trash is \$25.00 and each additional bag is \$10.00. _____
Initial
7. Intoxicating beverages will be served only to persons who have attained their twenty-first (21st) birthday. Violation will result in immediate termination of the function and the Social Room shall be closed. _____
Initial
8. Homeowner agrees that if persons age eighteen or under attends the function there will be at least one person having attained their twenty-first birthday for every ten (10) persons eighteen or under. _____
Initial

9. At all times, the music shall be reduced in volume so as not to be heard outside of the facility. Music must cease to play no later than 12:00 a.m. Live bands are not permitted. _____
Initial
10. No smoking is allowed in the Social Room. Evidence of smoking while within the building will result in a charge. _____
Initial
11. Nothing may be put on the walls. Staple guns, hot glue, nails, confetti are not to be used to decorate. _____
Initial
12. Overnight sleeping is not allowed. _____
Initial
13. Homeowner accepts FULL RESPONSIBILITY for actions of User, User's guests, and User's invitees and for any damage to the facility or furnishings, shown to have been caused by the User, User's guests, or User's invitees. Homeowner agrees to pay, in full, the amount of such damage, and further agrees that if such payment is not made in a timely fashion, such payment will be charged to use as a Homeowners Assessment. Said assessment shall in no way limit Homeowner from enforcing this Agreement in any court of competent jurisdiction. _____
Initial
14. The Atriums at Soho West Condominium Association Board of Directors, the Property Manager, or their designated representative shall be allowed reasonable access to the facility during the function. _____
Initial
15. A full refund of the reservation fee will be given if the reservation is cancelled at least 3 full business days before the reserved day. Any time less than 3 days, will be refunded half the fee. _____
Initial
16. **FAILURE TO COMPLY WITH ANY OF THE TERMS OF THIS CONTRACT WILL RESULT IN PENALTIES (MONETARY OR OTHERWISE) UP TO AND INCLUDING FORFEITURE OF PRIVILEGES FOR A MINIMUM OF ONE YEAR AT THE DISCRETION OF THE BOARD.** _____
Initial

**ATRIUMS AT SOHO WEST CONDOMINIUM ASSOCIATION
RENTAL RATES/RESERVATION FEE**

Reservation Fee

\$100.00 Initial _____

Date of Event: _____ Initial _____

Estimated Number of People Attending: _____ Initial _____

Purpose of Event: _____

Return this Agreement to Curry Association Management, 2700 Kendallwood Pkwy, Suite 106 Kansas City, MO 64119. If you have any questions, please call (816) 414-5309.

Homeowner Signature: _____

User Signature: _____

Address: _____

Telephone Number: _____

Enc.

-Reservation Use Fee Explanation

-Clean-Up Checklist

Theater Room Checklist for Cleaning

The Theater Room has been cleaned prior to your use. If you see any problem or have a concern, please call (816) 414-5309.

***There will be additional charges if the room is not returned to its original condition.**

- _____ All trash must be placed in plastic bags and thrown away in trash bins. DO NOT leave full trash bags in the Theater Room.
- _____ Remove all items from the Theater Room that you do not want discarded.
- _____ All Common Areas adjacent to the Theater Room, I.E. Social Room, Spa, Fitness Room, & Bathrooms must be cleaned, trash emptied and returned to satisfactory (normal) condition.
- _____ Return the TV remote to the entertainment center area.
- _____ Turn off all lights.

Atriums Social & Theatre Room Reservation Fee

A contract must be made by a homeowner only and will be handled on an individual basis. The room in use must be returned to its original condition after the function. No smoking is allowed. There is a \$100.00 non-refundable reservation fee per room. A full refund of the reservation fee will be given if the reservation is cancelled at least 3 full business days before the reserved day. Any time less than 3 days, will be refunded half the fee.