

## Contract and Agreement for the use of the North Brook Shelter House Facilities

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by and between the North Brook Homes Association and  
\_\_\_\_\_, hereinafter referred to as "Association Member".

WITNESSTH: That Association Member shall be provided the use of the North Brook Shelter House Facilities located at 7598 N Donnelly Avenue, Kansas City, Missouri 64158, hereinafter referred to as "Facilities", under the following terms and conditions. The Swimming Pool area is NOT included in the term "Facilities". \_\_\_\_\_

**Initial**

1. The function shall be held on \_\_\_\_\_, \_\_\_\_\_, between the hours of 12:00 (noon) PM until \_\_\_\_\_ AM. Neither the North Brook Homes Association nor the Curry Association Management, Inc. shall be responsible for any item left in the Facilities after the designated rental period. THE FACILITY MUST BE VACATED BY 10 PM 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 \$\_\_\_\_\_ per occurrence regardless of the number of people or time of day.

A security deposit of \$100.00 shall be received at least seven (7) days in advance of the function date (returned to Curry with this signed Agreement). \_\_\_\_\_

**Initial**

4. Association Member state that he/she is a bona-fide Association Member in good standing of the North Brook 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 North Brook Homes Association shall result in a lien against their North Brook 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**

5. Association Member hereby states that the facility will be used as an "extension of his/her property" and for no other reason and for no unlawful purpose. The Shelter House is not to be used for any profit-making functions. \_\_\_\_\_

**Initial**

6. Intoxicating beverages will be served only to persons who have attained their twenty-first (21<sup>st</sup>) birthday. Violations will result in immediate termination of the function and the facility shall be closed. \_\_\_\_\_

**Initial**

7. Events sponsored by an Association Member with more than 10 non-adults must have one adult present at all times for every 10 children. \_\_\_\_\_

**Initial**

8. If any smoking takes place in the facility and there is any damage created from smoking or if remnants from smoking are not disposed of properly this will result in loss of security deposit. \_\_\_\_\_  
**Initial**
9. The furniture in the Shelter House cannot be moved. \_\_\_\_\_  
**Initial**
10. *No staple guns, hot glue guns, nails, thumb tacks, confetti or glitter* are to be used to decorate the shelter house. \_\_\_\_\_  
**Initial**
11. Signs or flyers on any private property to announce the event or to give directions to the clubhouse are prohibited. \_\_\_\_\_  
**Initial**
12. 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 10:00 pm and shall be played at a volume not to be heard outside the facility. \_\_\_\_\_  
**Initial**
13. The rental fee, security deposit, and the signed contract must be submitted to Curry seven (7) days prior to the event or the contract is not valid. The security deposit shall be returned to 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 reservation permits will be issued until funds and contract are received by Curry Association Management, Inc. \_\_\_\_\_  
**Initial**
14. 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 North Brook property. Said Assessment shall in no way limit Owner from enforcing this Agreement in any court competent jurisdiction. \_\_\_\_\_  
**Initial**
15. Upon leaving the facilities after use, the Association Member shall remove all rubbish and trash from the premises, remove all food and debris and make sure the **bar-b-que grill has been extinguished and cleaned.** \_\_\_\_\_  
**Initial**
16. Under no circumstances shall any illegal substances be brought into the facility or onto any part of the premises including the parking areas or playground. Association Member shall not permit any noise or conduct that may be offensive to other North Brook residents or result in disturbance of the peace. \_\_\_\_\_  
**Initial**

17. Any Member of the North Brook 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**
18. If, in the reasonable judgement of the Owner (any member of the North Brook 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**
19. 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**
20. Return this Agreement to Curry Association Management, 2700 Kendallwood Parkway, Suite 106, Kansas City, Missouri 64119. If you have any questions please call 816-414-5300. \_\_\_\_\_  
**Initial**
21. Unless you have made arrangements with the Board of Directors, Lessee cannot begin set up in the shelter house until 12:00 noon on the day Lessee has rented the shelter house.  
 \_\_\_\_\_  
**Initial**
22. During the summer hours, no access to the swimming pool is included with the reservation of the “Facilities”. Members should be in good standing with the Association to use the shelter house facility. \_\_\_\_\_  
**Initial**

\_\_\_\_\_  
 Association Member

\_\_\_\_\_  
 Signature of Association Member

\_\_\_\_\_  
 Residence Address at North Brook

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone Numbers (Home and Work)