

Contract and Agreement for the use of the Tiffany Greens Clubhouse Facilities

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

WITNESSTH: That Association Member shall be provided the use of the Tiffany Greens Clubhouse Facilities located at 10401 N St. Clair, Kansas City, Missouri 64154, 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 Tiffany Greens 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 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:

Special rate of 1 – 30 people Monday - Thursday	\$100.00
1 – 50 persons	\$300.00
51 – 100 persons	\$400.00
101 – 150 persons	\$450.00
151 – 200 persons	\$500.00

A security deposit of \$350.00 (must be a separate check), use fee of \$_____, cleaning fee of \$200.00 totaling \$_____ shall be received at least thirty (30) 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 Tiffany Greens 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 Tiffany Greens Homes Association shall result in a lien against their Tiffany Greens 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 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

6. 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

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. 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 on the first floor rooms cannot be moved. The Furniture in the Terrace room may be moved with approval from the Manager. _____
Initial
10. 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
11. *No staple guns, hot glue guns, nails, thumb tacks, 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 and bands are not allowed to play on the outside deck past 10:00 PM. All 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 Curry ten (10) 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 clubhouse key will be issued until funds and contract are received by Curry. _____
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 Tiffany Greens 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, 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°) or extremely warm (above 90°) please make arrangements with the Clubhouse inspector or Curry Management to activate the heat or air 24 hours in advance of your event. _____

Initial

18. 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 Tiffany Greens residents or result in disturbance of the peace. _____

Initial

19. Any Member of the Tiffany Greens 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

20. If, in the reasonable judgement of the Owner (any member of the Tiffany Greens 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

21. 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

22. 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

23. Unless you have made arrangements with the Board of Directors, Lessee cannot enter the clubhouse until 12:00 noon on the day Lessee has rented the clubhouse. _____

Initial

Association Member

Signature of Association Member

Residence Address at Tiffany Greens

Date

Phone Numbers (Home and Work)