



Cheddington Homeowners Association, Inc.
CLUBHOUSE RENTAL CONTRACT

This contract entered into for the \_\_\_ day of \_\_\_, 20\_\_ by and
Between the Cheddington Homeowners Association, Inc. (CHOA) and
\_\_\_\_\_, a CHOA member in good standing whose address and
Phone number is:

Address: \_\_\_\_\_
Phone: \_\_\_\_\_

herein after referred to as Member:

WITNESSETH: That the CHOA, as Owner of the premises, hereby agrees to allow the Member use of the
premises at 3951 SW Cheddington Drive, Lee's Summit, Missouri, for the purpose and designated time as
stated below:

DATE: \_\_\_\_\_
TIME: \_\_\_\_\_ to \_\_\_\_\_
PURPOSE: \_\_\_\_\_

In consideration for the use of said premises, the Member agrees to the following:

- 1. A rental fee of \$50.00 per hour is charged for the clubhouse use during the aforementioned times. A damage deposit of \$100 for any Member in good standing of the Cheddington subdivision is required. These amounts must be paid in cash or check prior to the function. In the case of long term or past the current pre preceding month rental, the deposit check will be deposited and the CHOA will issue the deposit reimbursement following the event.
2. A key will be provided within 24 hours prior to the scheduled function and the Member will be responsible to return the key within 48 hours of the event to the Community Manager or any Board Member. The deposit check will be returned at that time, assuming no damage occurred and subject to the inspection of the Community Manager, Board Member or Board Designee.
3. Rental of the clubhouse does not include use of the pool or pool area. THE POOL IS STRICTLY FOR USE BY THE ASSOCIATION MEMBERS AND GUSTS (no more than 2) OR AS DETERMINED BY THE BOARD.
4. To be present at all time during the function. The Member agrees to be responsible for the conduct of guests and, in case of improper conduct, may be subject to legal charges.
5. To keep the premises in good repair, and to return to the same at the termination of the period stated in the same condition as received by the Member.
6. Not to allow the use of said premises for any purpose other than specified and to insure that the specified use is carried out and conducted in a reasonable manner and in compliance with any local, state or federal law.
7. To make no alterations to the premises without written consent of the CHOA, and to use on decorations, or bring other materials or substances onto the premises which are not in compliance with the insurance coverage of the CHOA, or which are in violation of any local, state or federal laws. (See decorations rule below).
8. Tp be responsible for the repair or any and all damages to the premises, furnishings or other property belonging to the CHOA. The Member agrees to pay the CHOA all costs for any and all damages arising from or in association with the scheduled use of the premises
9. The Member's function will be shut down, if at any time during the function a CHOA officer, board member or advisory board member notices the Member or any guest violating the terms of this contract.

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10. The Member agrees to be responsible and acknowledges any and all legal liability resulting from the disbursement of alcoholic beverages and has no license to permit the sale or distribution of the same to the public on the premises and further has no insurance coverage for such activity. The Member therefore agrees to indemnify and hold harmless the CHOA from any liability from the use or disbursement of liquor on the premises described above.
11. The Member agrees to indemnify and hold harmless the CHOA from any liability resulting from the use of the premises described above.
12. The Member agrees that for any activity where minors are involved, one adult chaperone will be present at all times for every ten (10) minors present. The Member may be held responsible for contributing to the delinquency of a minor should any minor partake in alcohol or drugs in association with this scheduled function.
13. The Member is responsible for cleaning (see cleaning expectations below) of the premises and repairing any and all damages to the premises, furnishings, other property or the replacement thereof belonging to the CHOA, which occurs during the rental period. The Member may request a scheduled walk thru prior to the scheduled event and in lieu of the scheduled walk thru, the Member will notify the Community Manager or Board member of any discrepancies found prior to the event.
14. Reasonable cost of repair, replacement or cleaning (damages) will be deducted from the deposit to restore the premises to their original condition. Damages in excess of the deposit will be billed to the Member. Unpaid damages will be subject to a lien against the Member's property located in Cheddington subdivision and membership privileges shall be suspended. The Member shall be responsible for any other associated fees such as, but not limited to, lien filing fees CHOA attorney fees or court costs.
15. The Member agrees to hold the CHOA harmless for Member's acts or omissions of those Members agent, invitee or assigns which might or do result in property damages or personal injury to others. In the event of breach of any of the provisions in the contract, this contract may be cancelled and any prepaid rent by the Member will be forfeited to the CHOA. In the event of any breach of the provisions of this contract by the Member requiring action by the CHOA or law or in equity to enforce same, Member agrees to be responsible for any CHOA attorney fees and court costs.

The Member acknowledges by his/her signature below, that he/she has read, understands and agrees to abide by the approved decorations, cleaning expectations listed below and the provisions of this contract. The undersigned has set their hands on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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Member's Signature

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Agent for the CHOA

**Decoration Rules**

- No adhesive tape on walls or ceilings
- No items attached to the ceiling fans.
- Use wall or ceiling hooks for hanging decorations.

**Cleaning Expectations**

- All trash will be removed and put in the container at the back door of clubhouse.
- Carpet will be vacuumed, floor swept, including bathrooms and counters cleaned.
- All items removed from refrigerator and shelves cleaned.

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