

Foxberry Estates Clubhouse Rental Agreement

This agreement is between Foxberry Estates HOA (27901 Foxberry Trail, Lees Summit, MO 64086) and:

Homeowner's Name: _____	
Address: _____	
Phone #: _____	
Rental Date: _____	Rental Hours: _____ to _____
Purpose for Rental: _____	

It is agreed that all parties using these premises will abide by the following rules and regulations and in return, Foxberry Estates HOA will make available the use of restrooms and kitchen facilities. This also includes tables and chairs. This does NOT include use of the pool.

1. NO SMOKING ALLOWED in or around the clubhouse.
2. Occupancy shall be limited to 150 people.
3. Table decorations only, no wall or ceiling decorations are allowed.
4. The Clubhouse may be rented for a fee of \$50.00 for Homeowners. Rental period shall **not exceed 6 hours unless a special request is made at time of agreement and noted here.**
5. ALL RENTALS MUST HAVE ADULT SUPERVISION. The supervising adult must sign this agreement and understand that they will be held accountable for any damages that may occur.
6. In addition to the \$50 rental fee, a security deposit of \$250.00 will be collected at the time of booking in order to secure your date. This amount will be returned once the clubhouse has been checked by Foxberry Estates HOA and found in the condition it was originally rented, and the clubhouse key has been returned.
7. All rentals must be concluded by 1:00 AM. This includes clean-up, unless a special request is made at time of agreement and noted here. It is the **Homeowners responsibility** to schedule a check-out time with Foxberry Estates HOA within 24 hours of rental time.
8. Restriction of Use: The use of the clubhouse shall be limited to Foxberry Estates Homeowners in good standing (i.e., HOA dues paid in full), their guests and invitees.
9. Rental of the clubhouse does NOT include access to the pool or pool area.

Foxberry Estates Clubhouse Rental Agreement

10. Cleanup: Homeowner shall keep the premises clean and cause no damage whatsoever during the approved uses. Homeowner shall bear all costs for these responsibilities. Homeowner will have \$25.00 taken out of security deposit for not rearranging the tables and chairs as found upon renting. Homeowner shall take all trash with them. There will be a \$2.50 per bag charge for any trash left behind. There are cleaning supplies in the storage closet for kitchen and bathroom clean up, and a vacuum for the carpeted areas. Failure to adequately clean the facilities can result in partial to full loss of the security deposit.

11. Cancellation Policy: The Homeowner shall give notice of not less than 30 days of cancellation of function or forfeit their \$50 rental fee (security deposit will be returned upon cancellation).

12. Disclaimer of Liability: The renting Homeowner releases Foxberry Estates HOA from any and all liability relating to the premises. The Homeowner agrees to and shall protect and hold harmless the Association from any and all liability for the loss from an accident resulting in bodily injury to or death to persons and for loss from an accident resulting in damage to or destruction of property.

Upon signing this agreement, you promise to abide by the rules and regulations set forth in this agreement.

Signature of Homeowner Date

To be completed by HOA representative at check-out time:

Foxberry Estates HOA representative has completed the after rental walk through and found the clubhouse in _____ initial _____
original condition before rental, and clubhouse key
has been returned.

Damage to the Clubhouse during the rental period has occurred. _____
Costs need to be assigned and communicated to the renting homeowner. initial
Costs will be paid by the homeowner.

Comments: _____

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