

KEEP THIS SHEET FOR YOUR REFERENCE

Highlights for Rental of the Winterset

Community Center Building

816-524-4119

1. The renter must be a homeowner of The 5 Neighborhoods of Winterset, which includes Winterset Summit, Winterset Park, Winterset Woods, Winterset Valley and Winterset Garden.
2. The cost to rent:
 1. Mon. – Thurs. 8 am to 5 pm \$100.00
 2. Mon. – Thurs. 8 am to 11 pm \$150.00
 3. Fri. – Sun, 8 am to 11 pm \$200.00
3. The cost of cleaning: \$100.00
4. Extra Furniture Rental (Optional) \$ 25.00
5. Security Deposit: \$350.00
 - a. *(If additional cleaning is required to clean the inside or grounds around the Community Center an additional \$25.00/hr. rate will be deducted from the damage deposit.)*
6. The rental/cleaning check will be deposited and the damage deposit check will be held and returned after the event providing there is no damage and no additional cleaning is required.
7. If rented for the entire day the event must terminate by 11:00 PM.
8. The maximum number of people is 100.
9. BBQ Grilling is only allowed in the parking lots - not on the decks.
10. Any dancing, disc jockey or music must be limited to the lower area concrete floor. No music may be played outside the building.
11. The rental covers use of the building and the deck only. The pool may be rented for an additional fee based on availability.
12. **Cancellation Policy:**
 - a) Cancellations more than 60 days in advance of date of the rental (by contacting the community center coordinators at 524-4119), will incur a \$50 cancellation fee and 100% refund of the deposit.
 - b) Cancellations made less than 60 days before the date of the rental (by contacting the community center coordinators at 524-4119), will incur a \$100 cancellation fee and 100% refund of the deposit.
13. More specific information is included in the contract. If you decide to rent the facility, please read it carefully before you sign it.

**WINTERSET COMMUNITY ASSOCIATION
2505 SW WINTERCREEK DRIVE
LEE'S SUMMIT, MO 64081
524-4119**

**WINTERSET COMMUNITY CENTER
RENTAL AGREEMENT**

RENTER _____ **HOME #** _____

ADDRESS _____ **WORK #** _____

DESCRIPTION of EVENT _____ **LOT #** _____

EMAIL ADDRESS _____

DATE of EVENT _____ **APPROXIMATE # of GUESTS** _____

TIME of EVENT (Please note AM or PM) _____ **to** _____

WILL YOU BE USING THE GAS FIREPLACE DURING YOUR RENTAL? YES ____ **NO** ____

To Be Filled Out by Office Personnel

Guest (Member) and Winterset Community Association (Owner) agree and acknowledge that he/she has *inspected the premises* and has noted any damage on the attached addendum. Guest further agrees to keep the premises in good repair and return them at termination of the period in the same condition as received by Guest. Guest agrees to be responsible for repair of any and all damage to the premises, furnishings, or property belonging to Winterset Community Association. Guest agrees to pay Winterset Community Association (Owner) for any and all damages arising out of this scheduled use of the Community Center Building or premises. Winterset Community Association shall be authorized to retain such damages from any deposit required of Member in this agreement.

I understand that no glitter, confetti, birdseed, etc is allowed and will result in an additional cleaning fee from the cleaning company as per time required to clean up, at a minimum fee of \$50.

SIGNATURE _____

DATE INSPECTED AND CCB KEY #: _____

TABLE/CHAIR RENTAL KEY #: _____

KEY RETURNED DATE: _____

| | | | |
|---------------------|----------------------------|------------------------------------|----------------------------|
| Deposit Paid | CCB Rental Fee Paid | Table/Chair Rental Fee Paid | Deposit Refunded |
| Date: _____ | Date: _____ | Date: _____ | Date: _____ |
| Check: _____ | Check: _____ | Check: _____ | Amt: _____ |
| Amt: _____ | Amt: _____ | Amt: _____ | Shred or Mail Check |

This CONTRACT entered into for the ____ day of _____, 20____ by and between the Winterset Community Association, Inc. (WCA) and _____ a WCA homeowner (member), whose lot # is _____, and address is _____, herein after referred to as Member.

Witness: That WCA, as owner of the premises known as the Winterset Community Center Building, hereby agrees to allow the Member who is in good standing, use of the premises at 2505 SW Wintercreek Dr. for the purpose and designated time as stated in the rental agreement. The Member agrees as per the Rules & Regulations noted below.

COMMUNITY CENTER RULES & REGULATIONS

The Winterset Community Center has been constructed with funds provided by Winterset Homeowner’s on land donated by the Developer. It has been designed as and is intended to be a community resource.

The following rules and regulations are in place to protect this resource. Please contact any Advisory Board Member with any ideas on how the Winterset Community Center Building can be maximized as a community resource.

A. ELIGIBILITY:

The Winterset Community Center is available to the members of the Winterset Community in good standing (assessments current) for private, personal and social events. The board or manager reserves the right to terminate and cause forfeiture of deposit for any event, which in their opinion, violates this rule.

B. REGISTRATION & FEES:

Registration for use of the Winterset Community Center or any portion thereof must be made at least 1 week in advance. Any reservation not confirmed by deadline given or at least 1 week prior to the event is subject to cancellation. A reservation is complete when a signed rental agreement, rental fee, cleaning fee and refundable deposit have been received and confirmed by the Winterset Community Association. Rental agreement forms may be obtained from the Winterset Community Center Office.

1. Any group requesting regularly scheduled use of the Winterset Community Center *must consist of a majority of Winterset Community Association homeowners* and must complete a separate rental agreement for each day of usage as well as adhere to the rules set forth.
2. When making a reservation, a damage/cleanup deposit will be collected. If there were no damages or no additional cleaning required, the deposit will be shredded by the Winterset Community Center after the event. If the resident would like the security deposit check back, then the Winterset Community Center will return it via mail within 30 days after the event. Note: If additional cleaning is required to clean the inside or grounds around the Community Center, an additional \$25.00 per hour rate will be billed to the renter. If the resident does not pay the additional cleaning bill, then the Winterset Community Association will cash the security deposit, deduct the additional charges and refund the remaining balance via mail to the resident.

Each reservation will require a deposit of the following:

| | |
|----------------|-------|
| Rental Deposit | \$350 |
|----------------|-------|

3. At the time of reservation a **rental and cleaning fee** will also be collected. The Winterset Community Center will be cleaned regularly and after each event, to cover casual use and regularly scheduled groups. Cleaning charges required for above and beyond casual and regular use will be billed to the renter. If the renter does not pay the additional cleaning bill, then the Winterset Community Association will cash the security deposit, deduct the additional charges and refund the remaining balance via mail to the renter. The need for additional cleaning will be the sole decision of the Winterset Community Association management.

Each event will meet the criteria for one of the following **rental fees**:

| | |
|--|-------|
| Rental Monday through Thursday -8:00 am - 5:00 pm | \$100 |
| Rental Monday through Thursday- 8:00 am – 11:00 pm | \$150 |
| Rental Friday through Sunday- 8:00 am – 11:00 pm | \$200 |
| Required Cleaning Fee | \$100 |
| Extra Furniture Rental (Optional) | \$ 25 |

C. GENERAL RULES:

1. Property owners requesting use of the fireplace will so designate on the Reservation Form.
2. Scheduled Winterset Community Association Board & Committee meetings, and activities planned for all property owners, will take precedence over private, personal and other social events.
3. The property owner reserving the Winterset Community Center MUST be present for the duration of the private function he/she sponsors. The property owner reserving the Community Center agrees to be responsible for the conduct of guests and, in cases of improper conduct, may be subject to arrest by the Lee's Summit Police.
4. The Winterset Community Association member reserving the Winterset Community Center shall ensure that noise will be kept to a reasonable level by ensuring that all exterior doors and windows are kept closed during the event. Any band, music, or disc jockey service shall be restricted to the lower level. No devices creating smoke, fog or bubble machines are allowed.
5. The rental of the Winterset Community Center covers the use of the building only. Use of the playground, tennis courts, etc. is reserved for Winterset residents only. The Community Center pool may be used only when rented under a separate rental agreement.
6. Winterset Community Association groups or specific WCA members reserving the Community Center for a private function WILL BE HELD RESPONSIBLE FOR ALL INVENTORY: 50 inch color TV, DVD player, Sound bar and 4 remotes. The responsible party will be held liable for all costs to replace broken, damaged, or missing WCA property beyond the cost of the initial damage deposit.
7. The WCA member renting the facility agrees to be responsible and acknowledges any and all legal liability resulting from the disbursement of alcoholic beverages or liquor at any function at the WCA Community Center Building. The member acknowledges that the Winterset Community Association prohibits the sale of alcoholic beverages and has no license to permit sale or distribution of same to the public on the premises and further has no insurance coverage for such activity. The member renting the facility agrees to indemnify and hold harmless the Winterset Community Association from any liability resulting from the use or disbursement of liquor on the premises described above. The member renting the facility agrees to indemnify and hold harmless the Winterset Community Association from any liability resulting from the use of the Winterset Community Center Building.
8. The WCA member agrees that for any activity where minors are involved, one adult chaperon will be present at all times for every five 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.
9. The WCA Community Center interior has a maximum capacity of 100 people.
10. The WCA member is responsible for repairing any and all damage to the premises, furnishings, or other property or the replacement thereof belonging to the Winterset Community Association, which occurs during the rental period.
11. 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 Winterset Community Association member. Unpaid damages will be subject to a lien against the member's property located in the county of Jackson, Lee's Summit, Missouri and membership privileges shall be suspended until such time the damages and other associated fees (i.e., lien filing fees, etc.) are paid in full.
12. All decorations brought into the Community Center for a function must be removed at the completion of the activity or event. Care should be taken with use of decorations. Tape of any kind, staples, nails, sticky solution or tacks are prohibited. Command strips that are easily removed by the resident without any damage are allowed. The property owner will be held responsible for any damage to the drywall, paint or wallpaper. Rice, birdseed, confetti, glitter etc., are not allowed on the Winterset premises, inside nor outside. Additional charges are applicable if rice, confetti, glitter, or facsimiles are left on the floor or carpet.

13. AT THE END OF ANY EVENT/ACTIVITY HELD AT THE COMMUNITY CENTER, THE RESPONSIBLE PARTY WILL ENSURE THAT:
- a.) Any moved furniture is replaced to its original position.
 - b.) Trash is removed and deposited into the large trash receptacle adjacent to the north parking lot.
 - c.) Upon departure, all items brought in, especially leftover food, are to be removed. Non-perishable items found in the Community Center will be brought to the lost-and-found, located in the Community Center office.
 - d.) Fireplace is turned off.
 - e.) Television is turned off.
 - f.) The oven is turned off.
 - g.) Double check all doors and windows (paying close attention to downstairs) are closed and locked.
 - h.) All functions terminate no later than 11:00 PM.
 - i.) All areas must be left in an orderly manner, in the same way in which they were found.
 - j.) Lock both deadbolts upon leaving the premises and return the Community Center key in the mail slot located to the right side of the door upon completion of the event.
14. **THE WCA COMMUNITY CENTER IS A NON-SMOKING FACILITY.** There are designated smoking areas outside the building. Please do not throw cigarettes/cigars over the deck railing or anywhere on the WCA Community Center grounds.
15. If you incur a situation where repairs are necessary, or you find inventory missing, please notify the Property Manager at (816) 524-4119 during office hours, Monday 1:00pm to 5:00pm; Tuesday through Friday, 10:00am to 3:00pm. Before and after hours, notify Chuck Wainscott, Property Manager, at (816) 589-9120.
16. Minors using the Community Center for any purpose, **other than a scheduled supervised event**, must be accompanied by a responsible adult member.
17. BBQ grilling is allowed only in the parking lots - not on the decks.
18. The member acknowledges that he/she has read, understood and agrees to abide by the rules.
19. Association/Lessor and Lessee agree and acknowledge that in the event the Community Center becomes unavailable for rental due to unforeseen causes, including natural disaster, fire, flooding, loss of power, inclement weather or other acts of God beyond the control of the parties, Lessee acknowledges that Lessor shall not be liable to Lessee or other third party for any damages or interruption of services due to the inability of Lessor to provide the facilities to Lessee on the agreed upon date. Lessor shall take all reasonable steps to restore the premises or make the premises available, but the parties acknowledge there can be no guaranty implied or expressed as to suitability of the premises on the date requested due to causes or intervening circumstances beyond the control of the parties.
- 20. Cancellation policy:**
- a. Cancellations more than 60 days in advance of date of the rental (by contacting the community center coordinators at 524-4119), will incur a \$50 cancellation fee and 100% refund of the deposit.
 - b. Cancellations made less than 60 days before the date of the rental (by contacting the community center coordinators at 524-4119), will incur a \$100 cancellation fee and 100% refund of the deposit.
21. In all cases and regardless of the contract and/or owner status of those specific parties associated with the contract, the member owning the lot number first mentioned in the contract accepts sole responsibility for adherence to all provisions herein and for all rules for use of the Winterset Community Center Building and premises herein and for all rules of the Winterset Park Community Association. Member agrees to hold the Winterset Community Association harmless for Member's acts or omission of those member's 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 canceled and any prepaid rent by the Member will be forfeited to the Winterset Community Association. Further, in the event of any breach of the provisions of this contract by Member requiring action by WCA or law or in equity to enforce same, Member agrees to be responsible for Winterset Community Association attorney fees and court costs.

The Undersigned has set their hands on the _____ day of _____, 20__.

Member's Signature