

**LEASE AGREEMENT FOR USE OF
THE BEDFORD HAMPTON RECREATION, INC. CLUBHOUSE**

The undersigned ("Lessee") requests permission to rent and use the Bedford Hampton Recreation, Inc. (BHR) Clubhouse located at 12101 Hayes, Overland Park, KS. The undersigned is an owner of real property in the Bedford Townhomes, Bedford Condominiums, Bedford Villas, or Hampton Court developments and certifies that his/her HOA Dues are current and will be current as of the date of this event. Lease of the Clubhouse does NOT include the pool area unless the pool is closed and covered. The undersigned wishes to use the Clubhouse:

TYPE OF FUNCTION			
DATE		NUMBER ATTENDEES	
START TIME	AM/PM	END TIME	AM/PM

DEPOSIT. The Lessee agrees to pay a deposit of *Two Hundred Dollars (\$200.00)* per reservation. *Your check for deposit will be cashed immediately. Upon acceptable inspection of the Clubhouse by an agent of the BRCA, after the rental date, a check issued by BHRA will be sent within thirty (30) days to the undersigned.

FEES. *The undersigned also, agrees to pay \$30.00 per hour for rental of the clubhouse.*

RULES. The undersigned agrees to abide by The Bedford Hampton Recreation Inc. Clubhouse Rules, attached as Exhibit A.

CLEANING OPTIONS.

- 1) The lessee may opt to clean the facility following use, with provided cleaning supplies. Lessee is required to fill out the Clubhouse Condition Checklist (attached as Exhibit B) completely and honestly and leave on kitchen counter. If clubhouse is not left in clean condition, a cleaning service will be arranged and cost deducted from security deposit.
- 2) The lessee may opt for a cleaning service, with a cost of \$125, which will be deducted from security deposit.

INSPECTION. It is understood that a Member of the Board of Directors of BHR or a person designated by the board, may inspect the Clubhouse including all interior space, furniture, window coverings, equipment and the area surrounding the Clubhouse, before and after use by the Lessee. Any items not in good condition after the Lessee's event will be repaired or replaced at the expense of the Lessee. In the event that the Deposit is not sufficient to cover the repairs and/or replacements required, the Lessee agrees to pay the balance upon receipt of notice of the amount due. In the event that the lessee does not remit timely payment, the BHR shall have the right to set a lien against the unit owned by owner for payment of same or seek action in Court at lessee's expense.

Lessee agrees to (initial)

- _____ accept responsibility for cleaning (per Clubhouse Checklist) OR _____ agree to pay \$125 cleaning fee
- _____ accept full responsibility for all actions by guests using the clubhouse facility
- _____ agrees that the facility will not be used for any unlawful purpose
- _____ agrees that he/she is to be the primary host of the event and is to be present at all times at the function for which the clubhouse is leased.
- _____ be personal liable for any and all damages which may be sustained as a result of guest use of the clubhouse facility.

HOLD HARMLESS AND INDEMNIFICATION. The undersigned hereby releases and shall hold harmless and indemnify the BHR, its board and related entities thereof for all claims, attorneys fees, and other costs of liabilities incurred by or asserted against any of the foregoing as a result of use of The Bedford Hampton Recreation, Inc. Clubhouse by lessee or their guests.

Please write separate checks for security deposit and club rental fees. Mail signed contract and checks to above address or deliver to Treasurer, Conrad Baumler, 9521 W. 122nd Terrace

Acknowledged and Accepted by:

Bedford-Hampton Recreation, Inc.

Signature: _____

Position: _____

Print Name

Signature:

Address: _____

Overland Park, KS 66213

Email: _____

Phone: _____

Exhibit A

Bedford Hampton Recreation, Inc. Clubhouse Guidelines for Leased Use

1. **ALCOHOLIC BEVERAGES.** Alcoholic beverages may not be served to minors or intoxicated persons at the Clubhouse. **NO KEGS ARE ALLOWED.** Deposit(s) will be withheld if Beer Keg(s) are brought to the event. Lessee is responsible for all accidents or claims that may arise as a result of injury, or damage to person or property during lease period.
2. **SMOKING.** No smoking is permitted within the Clubhouse, pool area or within 25 feet of either location at any time.
3. **MUSIC.** Music, and/or any other noise, must be kept at a level that cannot be heard in the surrounding homes in the area. The Lessee of the Clubhouse will be responsible for seeing that there are no loud noises from the guests either coming or leaving the function at the Clubhouse.
4. **DECORATIONS.** The Lessee will be responsible for clean-up of any and all decorations. **DO NOT USE NAILS OR THUMB TACKS TO ADHERE ITEMS TO THE WALLS.** Do not apply tape to the ceiling. **NO CONFETTI IS ALLOWED.** Damage and/or confetti will result in non-refund of the security deposit.
5. The fireplace is **NOT** to be used
6. **HOURS.** All functions must end by 10:00 PM on weeknights and by 12:00 AM on Friday and/or Saturday nights.
7. **CLUBHOUSE/POOL RENTAL.** The Clubhouse is separate from the pool. Reservation of the Clubhouse does not reserve use of the pool.
8. **PETS.** Animals are not allowed in the clubhouse at any time unless they are licensed to provide assistance to the owner.
9. Clubhouse lessees must clean following the event per Clubhouse Checklist. Completed checklist and key must be promptly returned to BHR President or Clubhouse Director.
10. **CITY CODES.** All applicable city and fire codes apply.
11. **VIOLATIONS.** The Board in its sole discretion will determine violations of these rules. Violations will subject the owner to any corrective or enforcement action authorized by the Association's governing documents or by law, and penalties may include without limitation the loss of use rights for the Clubhouse for one year.

Exhibit B

**BEDFORD HAMPTON CLUBHOUSE
CONDITION CHECKLIST**

Lessee Name _____

LEASE DATE _____

PRE RENTAL CHECKLIST

POST RENTAL CHECKLIST

KITCHEN	YES	NO	KITCHEN	YES	NO
Swept & mopped			Swept & mopped		
Counters and sink cleaned			Counters and sink cleaned		
Appliances turned off, clean & in working order			Appliances turned off, clean & in working order		
Dishwasher and sink empty			Dishwasher and sink empty		
Coffeemaker washed and filter emptied-if applicable			Coffeemaker washed and filter emptied-if applicable		
Used linens left in neat pile on counter			Used linens left in neat pile on counter		
RESTROOMS	YES	NO	RESTROOMS	YES	NO
Sinks and counters wiped			Sinks and counters wiped		
Floors mopped			Floors mopped		
ENTRANCE/HALLWAY	YES	NO	ENTRANCE/HALLWAY	YES	NO
All doors locked			All doors locked		
All lights off			All lights off		
Fire extinguishers accounted for			AC/Heat Auto set (80° & 60°) Fire extinguishers accounted for		
MAIN AREA	YES	NO	MAIN AREA	YES	NO
Carpet vacuumed			Carpet vacuumed		
Furniture in place and free of damage			All used folding tables and chairs wiped and returned to storage areas		
Windows locked and blinds closed			Furniture put back in place and free of damage		
			Windows locked and blinds closed		
			Bagged trash & recycling taken or placed in receptacles near pool gate entrance		
OUTSIDE AREA (if used)	YES	NO	OUTSIDE AREA (if used)	YES	NO
Free of trash and debris			Free of trash and debris		
Any used tables and chairs wiped and returned to storage			Any used tables and chairs wiped and returned to storage		
POOL AREA (May only be used if pool is closed & covered)	YES	NO	POOL AREA (May only be used if pool is closed & covered)	YES	NO
Free of trash and debris			Free of trash and debris		
Any used tables and chairs wiped and returned to storage			Any used tables and chairs wiped and returned to storage		

RETURN CLUBHOUSE KEY AND COMPLETED CHECKLIST AS ARRANGED WITH LEASOR.