

**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 *One Hundred and fifty Dollars (\$150.00)* 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 \$25.00 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.

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. Lessee is required to fill out the Clubhouse Condition Checklist (attached as Exhibit B) completely and honestly. Any items not in good condition after the Lessee’s event will be repaired or replaced at the expense of the Lessee. A Lessee may elect to not clean clubhouse following use, in which case, a \$75 cleaning fee will be subtracted from the deposit. 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 lessee’s HOA shall have the right to set a lien against the unit owned by owner for payment of same, which lien may be collected in same manner as monthly assessments or seek action in Court at lessee’s expense.*

Lessee agrees (initial)

- _____ accept responsibility for cleaning (per Clubhouse Checklist)
- _____ 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.
- _____ to personal liability 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 property members, 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 guests.

Acknowledged and Accepted by:
Bedford-Hampton Recreation, Inc.

Print Name

Signature:

Signature: _____

Address: _____

Position:

Overland Park, KS 66213

Email: _____

12/2022

Phone: _____

Exhibit A

Bedford Hampton Recreation, Inc. Clubhouse Guidelines for Leased Use

1. Access to Clubhouse for rental time period will be arranged by a coordinating board member, name and number provided prior to scheduled use. **When clubhouse use is finished, please text or call coordinating board member so that lockup and alarm setup can be completed. Leave Completed Exhibit B on kitchen counter.**
2. 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.
3. SMOKING. No smoking is permitted within the Clubhouse, pool area or within 25 feet of either location at any time.
4. 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.
5. 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. NO CONFETTI IS ALLOWED. Damage and/or confetti will result in non-refund of the security deposit.
6. WiFi is available within the Clubhouse. The password is scubadiver1
7. HOURS. All functions must end by 10:00 PM on weeknights and by 12:00 AM on Friday and/or Saturday nights.
8. CLUBHOUSE/POOL RENTAL. The Clubhouse is separate from the pool. Reservation of the Clubhouse does not reserve use of the pool.
9. PETS. Animals are not allowed in the clubhouse at any time unless they are licensed to provide assistance to the owner.
10. Clubhouse lessees must clean following the event per Clubhouse Checklist. Completed checklist and key must be promptly returned to BHR President or Clubhouse Director.
11. CITY CODES. All applicable city and fire codes apply.
12. 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.

12/2022

**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
Inside Clubhouse door shut and locked and front door closed				Inside Clubhouse door shut and locked and front door closed		
All lights off				All lights off		
				AC/Heat Auto set (80° & 60°)		
Fire extinguishers accounted for				Fire extinguishers accounted for		
MAIN AREA	YES	NO		MAIN AREA	YES	NO
Carpet vacuumed				Carpet vacuumed		
				All used folding tables and chairs wiped and returned to storage areas		
Furniture in place and free of damage				Furniture put back in place and free of damage		
Windows locked and blinds closed				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		
				LOCK UP (Coordinating Board Member notified)		
				Elect to pay cleaning fee (trash and recycling completed)		