

SHOAL CREEK VALLEY



PARK HOUSE USE RESERVATION REQUEST

Park House Location: 8790 North East 80th Street

Send completed form and certified check or money order to:

Community Association Management, Attn.: Reservations, 5000 W 95th Street, Ste 280 Prairie Village, KS 66207

NAME OF RESIDENT ("User"): _____

(User must be over the age of 21)

ADDRESS: _____

PHONE (home): _____

PHONE (cell/business): _____

EMAIL: _____

ESTIMATED NUMBER OF GUESTS: _____

(There must be at least one adult (21 or older) for every 5 children under the age of 16 at all times.)

- _____ Standard Occupancy [less than 75 Guests]
\$150 (Nonrefundable: Use Fee of \$50 + \$100 Host Fee due at time of reservation.)
\$575 (Deposit of \$575 will require a credit card number, due at time of Reservation; however, no "HOLD" will be charged to card. The deposit will be assessed for potential damages after said event takes place. Once the event is completed, the credit card information provided below will be destroyed.)
- _____ Special Event Occupancy [more than 75 but less than 125 Guests]
\$200 (Nonrefundable: Use Fee of \$100 + \$100 Host Fee due at time of reservation.)
\$1000 (Deposit of \$1,000 will require a credit card number, due at time of Reservation; however, no "HOLD" will be charged to card.)

**NOTE: USE OF THE POOL(S) IS NOT INCLUDED WITH YOUR RENTAL.
GUESTS WILL NOT BE PERMITTED TO SWIM DURING YOUR PARTY.**

DATE OF USE: _____ Reservations may be made six (6) months in advance of the Date of Use.
Because of heavy demand only one Date of Use per User per month will be permitted.

START TIME: _____ END TIME: _____

FOB NO.: _____

USE/HOST FEE CHECK OR MONEY ORDER NUMBER: _____

DEPOSIT CERTIFIED CHECK NUMBER or MONEY ORDER NUMBER: _____

*DEPOSIT CREDIT CARD Visa/MC/AMEX/DSCV NUM: _____

Exp Date: _____ Name as it Appears on card: _____ Security Code: _____

By signing below, User acknowledges and agrees that it has received, reviewed and agrees to the Shoal Creek Valley Park House Use Agreement, including, but not limited to, the Rules of Conduct and the Clean-Up Requirements. User also acknowledges that this Reservation Request will not be final until this Reservation Request is signed by CAM and User, and the full Rental Fee has been received by CAM. CAM reserves the right to cancel the User's reservation request, if this

*Reservation Request along with the Deposit information (credit card section above) has not been received within five (5) business days of User making the request online. *Please note, if a deposit must be charged to the credit card number given due to damages incurred at the facility during your party, a credit card transaction fee of up to \$12 will also be charged.*

Community Association Management

By: _____
Bryan Charcut, as managing agent

Approved by:
Shoal Creek Valley Community Association, Inc.

By: _____
Bryan Charcut, as managing agent

User:

By: _____

Printed: _____

Address: _____

SHOAL CREEK VALLEY PARK HOUSE USE AGREEMENT

THIS PARK HOUSE USE AGREEMENT (“**Agreement**”) made by and between Community Association Management (“**CAM**”), and User (as identified and defined on the Park House Use Terms and Conditions (the “**Term Sheet**”). [NOTE: User must be an Owner of a Unit or be leasing a Unit pursuant to a written lease agreement.]

A. CAM manages certain property located at 8790 North East 80th Street, Kansas City, Missouri 64157 (the “**Park House**”). CAM makes the Park House available to owners and approved renters within the Shoal Creek Valley Development under certain terms and conditions.

B. The Park House is separated into four distinct facilities described as follows: (i) a full-scale water park that features a zero-entry family pool with two slides, a lazy river, an island sunbathing area, both covered and open seating areas, restrooms and changing areas (collectively, the “**Water Park**”); (ii) a serenity pool with a secluded environment, waterfall, cabana, restrooms and changing areas (collectively, the “**Pool**”); (iii) a clubhouse with full kitchen, a “kid’s” club, fireplace, a plasma TV (collectively, the “**Clubhouse**”); and (iv) an outdoor patio with fire pit, grill and tables with chairs and umbrellas (collectively, the “**Event Court**”). Collectively the Water Park, Pool, Clubhouse and Event Court are referred to as the “**Park House**”.

C. User desires to license from CAM and CAM desires to license to User those portions of the Park House specified below, all subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the recitals stated above and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. Use Area. CAM hereby authorizes User the semi-exclusive use of the following areas only of the Park House: the Clubhouse and the Event Court (collectively, the “**Licensed Area**”). User’s reservation does NOT include the semi-exclusive use of the Water Park and the Pool – these facilities must always be available to residents of Shoal Creek Valley. User’s use of the Licensed Area is contingent on User and the Guests complying with the applicable terms and conditions of this Agreement, the Rules of Conduct attached hereto as Exhibit A, and the Clean-up Requirements attached hereto as Exhibit B.

2. Date/Time of Use. User’s license and use of the Licensed Area shall occur on the date and at the times specified in the Term Sheet (the “**Date of Use**”). User agrees to promptly vacate the Licensed Area at or before the expiration of the Date of Use. The use of the Licensed Area herein provided by CAM to User is a temporary license that expires at the end of the Date of Use. The indemnity provisions in this Agreement shall survive the termination or expiration of this Agreement. *The Licensed Area must be evacuated by midnight, or the security system will sound.*

3. Payment/Deposit. User agrees to pay to CAM the amounts specified above. User shall pay the Deposit to CAM. In the event of a cancellation, the full Deposit is refundable if notice of cancellation is given at least thirty (30) days in advance of the Date of Use. If notice of cancellation is received at any later time, then the Deposit less the Use Fee will be refunded. Credit card information will be destroyed once damages are assessed following the event.

3.3 Inspection/Refunds. Additionally, determination of the amount to be refunded, if any, will be made by CAM following an inspection. If the post-event inspection reveals necessity for any repairs, cleaning, or replacement, the expense for such will be charged as noted in contract as the Deposit. If such payments are insufficient to cover damages, such payments will first be applied towards the cost of making the repairs and the User will be billed directly for the excess amount. In the event that the use extends beyond the end time, a fee of \$200.00 per hour may be assessed by CAM. **In the event that the User is not at the Facility at any time that the Guests or other household members are there, the entire Deposit will be charged and forfeited in whole, the event will be closed and other charges will be billed to the homeowners account.** The bill will be sent to the User within 5 business days of the Date of Use.

3.2 Address for Payment. Any and all payments made by User to CAM should be sent to the following address: **Community Association Management, Attn.: Reservations, 5000 W 95th Street, Ste 280 Prairie Village, KS 66207.**

4. Condition of the Licensed Area. User is solely responsible for the condition of the Licensed Area and all materials within it and shall vacate the Licensed Area in as good condition as it was when User began the Date of Use. To ensure the condition of the Licensed Area, User shall pay to CAM the Use Payment. No amount of the Use Payment shall be refunded to User until CAM

verifies the satisfactory condition of the Licensed Area. Acceptance of the Use Payment shall not relieve User of any additional costs in excess of that amount.

5. Returned Checks. User acknowledges that any fee incurred by CAM for insufficient funds shall result in a \$65.00 nonrefundable fee required to be paid by User, and further, will result in this Agreement being declared null and void if not rectified to CAM's satisfaction within twenty-four (24) hours of such rejection; provided however, if such rejection notification is provided to CAM less than twenty-four (24) hours prior to the Date of Use, this Agreement shall be null and void, unless otherwise agreed to in writing by both the User and CAM.

6. Number of Guests/Refunds. User acknowledges that it is authorized to accommodate a maximum number of Guests to the Licensed Area, depending on the type of event selected, and such Guest limitations are not authorized by each individual member of User's Unit. Should CAM learn of additional Guests, in excess of the amount authorized by this Agreement, or of the User not being present while any of their Guests or household members are using the Licensed Area, CAM, in its sole discretion, may take any such action deemed necessary, up to and including, but not limited to, closing down the entire party and removal of Guests from the Licensed Area, and the deposit being forfeited. Imposition of additional assessments, charges or fees or imposition of a moratorium on User's future ability to use the Licensed Area may also be deemed necessary. Further, all rights and remedies maintained by CAM under this Agreement shall be construed as cumulative and continuing rights. Not one of them shall be exhausted by the exercise of any other remedy on one or more occasions.

7. Tables and Chairs. Upon prior notification to CAM, User may use the tables and chairs in the Park House. However, CAM does not guarantee the number of tables or chairs that will be available. User will need to provide its own table clothes, if desired.

8. Indemnification. User agrees to indemnify, hold harmless and defend (with counsel mutually acceptable to both CAM and Shoal Creek Valley Community Association, Inc) both CAM and Shoal Creek Valley Community Association, Inc., (SCVHOA) and any entity controlling, under common control with, or controlled by CAM ("**Affiliates**") or SCVHOA and any officer, director, shareholder, employee, servant, agent, consultant and representative of CAM, SCVHOA or CAM or SCVHOA's Affiliates (collectively, "**Indemnities**") from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on, in or about the Licensed Area and on the ways immediately adjoining the Licensed Area, caused by or arising from (i) the acts or omissions of User and User's Guests or representatives; (ii) User's and User's Guests or representatives' use and occupancy of the Licensed Area, or any activity allowed or suffered by User to be done in, on or about the Licensed Area; and (iii) User's, or User's guests or representatives', failure to comply with any Terms and Conditions. User's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or earlier termination of this Agreement or the Date of Use, as to claims arising or accruing during the Date of Use.

9. Miscellaneous. Each party agrees to perform any further acts and deliver any additional documents that may be reasonably requested by the other to carry out or to make effective the terms of this Agreement. This Agreement or any uncertainty or ambiguity herein shall not be construed against any one party, but shall be construed as if both parties to this Agreement jointly prepared this Agreement. The terms and conditions contained herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings relating to the subject matter hereof. No modification of this Agreement shall be valid unless in writing and signed by both parties. The captions at the beginning of Sections, if any, are used for convenience only and are not to be used in attempting to construe any part of this Agreement. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations, partnerships and corporations, including public bodies and entities, as well as natural persons, and words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. This Agreement may be executed at different times and in any number of originals or counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

EXHIBIT A

[PARK HOUSE - RULES OF CONDUCT & INSPECTION PRIOR TO EVENT]

INSPECTION PRIOR TO EVENT: Users will be contacted approximately one week prior to their scheduled event by the reservation coordinator. An inspection will take place at this time to ensure the user is fully aware of any and all rules of conduct (as stated below for reference).

RULES OF CONDUCT: Users are responsible for the Guests adherence to the rules of conduct applicable to the particular rental, along with the rules and regulations of the Park House. Users are personally liable for any and all damages. An adult Resident must be present and in charge and is responsible at all times while the Park House is occupied by the Resident's Guests.

The following rules are applicable to Clubhouse/Event Court use but are not limited to:

1. **Furniture may not be moved.** If it is moved at all, it must be back as it was at the time of the occupation of the Park House. A request to move furniture must be made at the time of reservation.
2. Users will be held accountable for any and all damages.
3. Music is allowed in the Clubhouse and Event Court, but strict noise control must be maintained at all times and kept at a level that will not disturb any other Residents.
4. All rowdiness, loud talking, and shouting are prohibited
5. The use of red wine and beer kegs is prohibited in the Park House.
6. The Clubhouse is equipped with 2 T.Vs. 2 DVD players, and a stereo. Any damage to T.V. or DVDs will be deducted from the Deposit.
7. You may use the Clubhouse stereo system. First turn on the amp which is in the closet under the stairs and the stereo itself is in the cabinet next to the stairs. The volume switches are on the wall above the cabinet. When finished using stereo turn everything off.
8. The loss or damage of any remote controls will be deducted from the Deposit. There is a remote control for the Fire Pit and the T.V. and equipment.
9. The Fire Pit remote is attached to the kitchen doorway. To start the Fire Pit take off the cover and place in the room off the kitchen. Turn the gas knob to on position and push the on button from the remote. When finished using the Fire Pit make sure to turn off the gas line. **DO NOT** put the cover back on just leave it in the room next to kitchen. Replace the remote to its correct place on kitchen doorway.
10. To use gas grill take off cover and turn on gas from gas line then turn on the burner knobs. When finished with grill turn off burner knobs and gas line. Wipe off any grease that runs down the front of the grill best you can. After grill has cooled off put cover back on. If grill cover is missing or gas is left on – costs to rectify be deducted from the Deposit.
11. The Clubhouse's indoor fireplace switch is on the wood column next to fireplace.
12. Smoking is prohibited.
13. Parking is limited. Please tell guests ahead of time to use the visitor's parking stalls provided on the south side of the Park House. No parking allowed at Clayview Country Club.
14. Running in the halls, stairwells, or around the pool area is prohibited.
15. **Decorations are prohibited** unless written permission from CAM has been given.
16. Temporary structures such as tents, awnings, arbors, inflatable's, etc. are prohibited on the Park House property.
17. **No tacks, nails or tape may be used on Park House walls or furniture or in the Event Court or Pool area.**
18. The use of candles or other floating votives is prohibited.
19. Confetti, glitter, or rice is prohibited.
20. Stacking chairs or other equipment is not to be taken from inside the Clubhouse. Stacking furniture in the hallways is against fire codes. Contact CAM before moving any furniture.
21. No pets of any kind are allowed in any portion of the Park House, except for animals assisting the disabled.

EXHIBIT B

[PARK HOUSE - CLEAN-UP REQUIREMENTS]

CLEAN-UP REQUIREMENTS: After the permitted use, User must clean all portions of the Park House used during the Date of Use and must leave it back in its original condition prior to the Park House's stated closing time. The following list itemizes CAM's inspection expectations of Users in order to receive a refund after use of all, or any portion, of the Park House:

- Collect and bag all garbage. The trash bags may be placed in the exterior canisters located in the parking lot by the playground. If the trash will not fit in the bins, it must be removed from the Park House premises. Trash bags are located underneath the Clubhouse kitchen sink.
- If applicable to your use, vacuum or sweep all portions of the Park House used during the event, including hallways and kid's loft. If food or drink spills occur on carpeted area, the cleaning fees will be deducted from the Deposit. A vacuum, broom, and a few other cleaning supplies can be found in the room off the Clubhouse kitchen. **Supplies are limited. It is User's responsibility to provide adequate supplies needed for clean up.**
- The Clubhouse kitchen is not stocked with cooking utensils. Some dishtowels, cleaning rags, and dish soap is available. **These items must remain in the Clubhouse kitchen. If they are removed, replacement costs will be deducted from the Deposit. Leave dirty towels on the counter, they will be picked up for cleaning.** THE FACILITIES ARE NOT TO BE USED FOR COOKING OF FOOD. Microwave and oven(s) may be used for warming of food only.
- Make Sure fireplace is turned off
- Clean Outdoor Grill (If applicable) and replace cover
- All items must be picked up from patio area and tables must be in their original place
- Inside furniture must be in the same places as it was when the Park House was turned over to the person using the facilities – this includes the extra tables and chairs stored in the storage room.
- No tape, tacks or decorations that are attached to the walls, ceilings or windows.
- All toys in the kid's club room upstairs must be put away.
- Clean tile floors (sweep, mop if needed – all food items must be removed, including black marks). This includes the entryway, kitchen and restrooms
- Spot clean restrooms sinks and toilet areas and remove all trash from restrooms
- Wipe interior and exterior of stove and refrigerator
- Remove all items from the refrigerator including all ice from freezer
- Clean oven/microwave
- Wipe off all counter tops
- Clean and scour sinks
- Turn off T.V. system, Stereo System and all lights including restrooms
- Make sure all doors are locked leading to/from the exterior patios.
- Collect all personal belongings

If you notice anything that is not in working order or is damaged, please let your hostess know at the time of your check in/out. Thank you for your consideration.