

SHOAL CREEK VALLEY



GATEHOUSE USE RESERVATION REQUEST

Gatehouse Location: 8515 N Sycamore

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 GUEST: _____

(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]
\$200 (Nonrefundable: Use Fee of \$100 + \$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)

_____ Special Event Occupancy [more than 75 but less than 125 Guests]
\$250 (Nonrefundable: Use Fee of \$150 + \$100 Host Fee due at time of reservation.)
\$1000 (Deposit of \$1,000 will require a credit card number, due at time of reservation, but no “HOLD” will be charged to card)

_____ Upstairs/Downstairs Occupancy [the rental of both levels, up to 125 Guests]
\$350 (Nonrefundable: Use Fee of \$250 + \$100 Host Fee due at time of reservation.)
\$1000 (Deposit of \$1,000 will require a credit card number, due at time of reservation, but 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: _____

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 Gatehouse 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

User:

By: _____
Bryan Charcut, as managing agent

By: _____

Printed: _____

**Approved by:
Shoal Creek Valley Community Association, Inc.**

Address: _____

By: _____
Bryan Charcut, as managing agent

SHOAL CREEK VALLEY GATEHOUSE USE AGREEMENT

THIS GATEHOUSE USE AGREEMENT (“**Agreement**”) made by and between Community Association Management (“**CAM**”), and User (as identified and defined on the Gatehouse 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 8515 N Sycamore Ave, Kansas City, Missouri 64157 (the “**Gatehouse**”). CAM makes the Gatehouse available to owners and approved renters within the Shoal Creek Valley Development under certain terms and conditions.

B. User desires to license from CAM and CAM desires to license to User those portions of the Gatehouse 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 Gatehouse: (1) the Social Room; (2) Theater; (3) Kitchen; and (4) Patio (collectively, the “**Licensed Area**”). User’s reservation does NOT include the semi-exclusive use of the gated pool area and the barbeque pavilion – 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 based on the type and extent of use planned by User:

3.1 Standard Occupancy [less than 75 Guests]. If the Date of Use is a standard occupancy, User shall pay to CAM the Deposit. 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.

3.2 Special Event Occupancy [more than 75 but less than 125 Guests]. If the Date of Use is a standard occupancy, User shall pay to CAM the Deposit. 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. Notwithstanding the foregoing, CAM shall have the right and option to charge additional amounts in the event User’s Date of Use exceeds a time period over four (4) hours together with the one (1) hour set up period and the one (1) hour clean up period.

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.

3.4 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 Gatehouse. 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

[GATE HOUSE - RULES OF CONDUCT]

Users are responsible for the Guests adherence to the rules of conduct applicable to the particular use, along with the rules and regulations of the Facility. Users are personally liable for any and all damages. User must be present and in charge and is responsible at all times while the Facility is occupied by the User's Guests.

Specific rules for conduct include 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 facility. 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. The use of red wine and beer kegs is prohibited.
4. The Gatehouse is equipped with a T.V. and DVD player for your use. Any damage to T.V. or DVD will be deducted from the Deposit. The loss or damage of any remote controls will be deducted from the Use feet.
5. Smoking inside the facility is prohibited. Smoking is allowed outside only and butts must be properly disposed of. There are no ashtrays outside at the Gatehouse; you will need to provide them if you have guests who will be smoking.
6. Parking is limited. Please tell guests ahead of time to use the visitor's parking stalls provided on the west side of the Gatehouse. Any parking incidents involving one of your guests using or blocking a homeowner's driveway will result in a \$50.00 fine withheld from the deposit.
7. Running in the halls, stairwells, or around the pool area is prohibited.
8. **Decorations are prohibited** unless written permission of the SCV Community Association has been given.
9. Temporary structures such as tents, awnings, arbors, inflatables, etc. are prohibited on the Gatehouse property.
10. **No tacks, nails, or tape may be used on the Gatehouse walls or furniture.**
11. The use of candles or other floating votives is prohibited.
12. Confetti, glitter, or rice is prohibited.
13. Stacking chairs or other equipment is not to be taken from inside the Gatehouse. Stacking furniture in the hallways is against fire codes. Contact management before moving any furniture.
14. No pets of any kind are allowed in any of these facilities except for animals assisting the disabled.
15. Music is allowed indoors only, but strict noise control must be maintained at all times and kept at a level that will not disturb any other Users.
16. All rowdiness and shouting are prohibited.

EXHIBIT B

[GATE HOUSE - CLEAN-UP REQUIREMENTS]

After the event, the User is to clean the facility and leave it in its original order prior to the stated closing time. The following list itemizes what is expected of the Users of the Gatehouse in order to receive a refund after use of the facility:

- Collect and bag all garbage. If more than two (2) trash bags are required, the bags must be removed from the premises. Otherwise, the trash bags may be placed in the exterior canisters located near the swimming pool entrance. If the trash will not fit in the bins, it must be removed from the premises. Trash bags are located underneath the kitchen sink.
- Vacuum or sweep all rooms used during the event, including hallways. Mop tile floors if food and drink spills occur. If food or drink spills occur on any carpeted areas, the cleaning fees will be deducted from the Deposit. A vacuum, broom, and other cleaning supplies and extra toilet paper can be found in the janitor's closet in the lower level, left of the men's restroom. **Supplies are limited. It is User's responsibility to provide adequate supplies needed for clean up.**
- Kitchen area: The kitchen is not stocked with cookware, cooking tools, dishes, etc. Some dishtowels, or cleaning rags, and dish soap is available. **THE FACILITIES ARE NOT TO BE USED FOR COOKING OF FOOD.** Microwave and oven(s) may be used for the warming of food only. **DO NOT** remove any food or beverages in the refrigerator (which you did not place there—**but do remove what you placed in the refrigerator** as well as all ice from the freezer) or cupboards or a fee will be charged.
- Wipe off counter tops, refrigerator, and stove. Please remove all items from the dishwasher if it was used.
- Clean the BBQ in the pavilion if you used it.
- Clean sinks, oven and microwave.
- Spot clean restroom sinks and toilet areas and remove all trash.
- Turn off T.V. system, Stereo System, and all lights including restroom lights.
- Collect all personal belongings.
- All furniture must be put back in its proper place – including tables and chairs from the storage area.
- Make sure all tobacco and personal items are removed from outside.
- All electronic equipment should be turned off – if you brought any movies, please make sure those are removed from the equipment and taken with you.
- Make sure all doors are locked leading to/from the exterior patios.

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.