



Lake Chesterfield Homeowners Association
150 Waterside Drive
Wildwood, Missouri 63040
lchoa@lchoa.org

Dear Homeowner:

Enclosed is your contract for rental of the Lake Chesterfield Clubhouse. Please complete any blank items and sign where indicated. If a deposit has been received, it will be indicated on the contract. If not, please include the required deposit. The balance will be due 30 days prior to your scheduled event.

Return your signed contract to the clubhouse office or mail to:

Lake Chesterfield Homeowners Association
150 Waterside
Wildwood, MO 63040

Keep the copy for your records. Emergency numbers are listed on this document.

Please notify us if you need to enter the building more than two hours prior to your rental start time. If you have any questions, please contact me at 636-458-1070.

Thank you,

Lake Chesterfield Homeowners Association
Board of Directors

IMPORTANT: READ THIS CONTRACT CAREFULLY BEFORE SIGNING. Regardless of what may be said or implied, you will be bound by the terms of this contract.

LIQUOR:

- If alcoholic beverages are to be served, Homeowner is responsible for actions arising from the dispensing of liquor and/or any licensing/permit requirements
- No consumption of alcohol by minors is permitted on premises
- **Alcoholic beverages must never be left unattended.** ←

THE HARBORS AT LAKE CHESTERFIELD
 150 WATERSIDE DRIVE
 WILDWOOD, MISSOURI 63040
 636-458-1070

CLUBHOUSE RENTAL CONTRACT

Homeowner Contact Information:

NAME: _____ **ADDRESS:** _____
PHONE: _____ **EMAIL:** _____

If there is an additional person renting the facility or paying the deposit, please put contact information here.

NAME: _____ **ADDRESS:** _____
PHONE: _____ **EMAIL:** _____

The above named person is a Homeowner and hereby reserves the Clubhouse (subject to availability) on

DATE: _____ **TIME:** _____ **TYPE OF FUNCTION:** _____

APPROXIMATE NUMBER OF GUESTS: _____ (163 person capacity-inclusive of all levels)

Rental fees (indicate which pricing is being used based on date):

	Sunday through Thursday (non-holiday)	Friday and Saturday, holidays	Date Check Received, Check Number
Security Deposit:	\$150	\$200	
Rental/Cleaning:	\$200	\$300	
Total Due:	\$350	\$500	

Party Keycard Provided? Yes No Card Number _____ Access Provided via App? Yes No

For Office Use: Date Entered into PDK System _____ Date Returned/Removed from PDK System _____

The Security Deposit is refundable if no damage is found and all rules are followed. Any damage or missing items found will be charged at cost for material and labor. See “Schedule of Charges” for costs associated with rental damages. Self-cleaning is not an option. Total amount paid can be refunded if event is cancelled prior to scheduled event – see Section 15 -- “Cancellation of a Rental Event”

Homeowner understands this rental is for the use of the clubhouse main room, bar area and kitchen facilities on the main floor; billiards and ping pong tables on the lower level; and the loft. Homeowner agrees to turn off lights, vacate and lock the clubhouse by 1:00 am on Friday and Saturday evenings; by 11:00 pm on Sunday through Thursday events. Under no circumstances may the Clubhouse be used past 1:00 am.

If security deposit amount is not sufficient to correct any damage, the above named Homeowner shall be liable for any additional funds needed to bring the Clubhouse back to original condition. Abuse or damage to the Clubhouse facilities or infractions of rules by Homeowner and/or guests may result in restriction or prohibition of future use of the Clubhouse and/or other facilities and/or forfeiture of up to full deposit and/or additional cost incurred.

ACCESS TO CLUBHOUSE: Use the “Party Keycard” which is issued with this contract for entry. Following your rental, you may drop the party scan card into the HOA correspondence box located to the left of the front door of the clubhouse. The keycard will no longer allow entry after 11:00 pm. Please ensure the door is closed securely at the end of your rental.

The fee for un-returned “Party Keycard” is \$25 which would be deducted from your security deposit. Failure to use the “Party Keycard” to access the building during your rental may result in a fine and/or loss of privileges.

All doors that are alarmed are posted “No Exit.” If the alarm is set off due to a door being opened or motion inside the building after 1:00 am, the charges (alarm company and/or fire/police department) will be assumed by the resident.

Evening rentals should end around 12:00 midnight. This allows time for clean up before 1:00 AM. **Remember, you must be out of the building by 11:00 PM or the alarm will sound. (Note: Friday and Saturday rentals have until 1:00 AM)**

This policy for rental of the Clubhouse is established under the direction and approval of the Lake Chesterfield Board of Trustees.

1. General

- a. The Clubhouse is available for use only to Lake Chesterfield Homeowner Association members in good standing who have no outstanding payments due to LCHOA, and who have signed all required Association waivers. The member must sign the rental contract and be present during the entire period of the rental event.
- b. Clubhouse rental by persons who are tenants of a Lake Chesterfield property, is not allowed unless approved by the Board of Trustees and an additional security deposit of \$200 is paid. Landlord must be contacted and approve the Clubhouse rental. Free usage of the Clubhouse is not available to renters of Lake Chesterfield properties.
- c. The Clubhouse shall not be rented to anyone under the age of 21. Rental events involving minors must be supervised by an appropriate number of adults (approximately 1 parent or guardian for up to 10 minors and 2 adults for each additional 10 minors) during the entire period of the rental event.
- d. The exercise room is off limits for everyone during rental events. Recreation Room use (including Ping Pong and Billiards) is available for guests attending a rental event but is not available to other residents for the duration of the rental event.
- e. Rental of the Clubhouse does not include access to the pool area or use of the exercise room.
- f. The Clubhouse is a non-smoking facility. Smoking is permitted outside, and a pyramid style ashtray is provided on the clubhouse front porch which should be used to dispose of all cigar and cigarette butts and ashes.
- g. The Lake Chesterfield Board of Trustees and/or their designee retains the right to refuse to rent to any group or individual if such rental is deemed to be unsuitable, inappropriate for a public place or not in the best interest of the Lake Chesterfield Homeowners Association or its membership.
- h. Entry to the pool deck area is not allowed by members of the party at any time while the Clubhouse is rented. Exit doors to the pool area are alarmed and exit/entry through these doors will trip the alarm. FINES and FEES (including charges for police involvement) WILL BE LEVIED against violators.
- i. The renter takes full responsibility for the conduct and behavior of guests at all times and the renter shall ensure that guests understand applicable LCHOA rules and policies.
- j. Lake Chesterfield Management makes no guarantees on the condition of the Clubhouse and associated equipment. However, reasonable measures will be taken to ensure the Clubhouse is clean and in a presentable condition prior to commencement of all rental events.
- k. Rental events have priority over **free** use of the Clubhouse by resident groups for games, dancing, sewing, exercise, fund raising etc. The contact person for the resident group will be notified by the Site Manager at least two weeks in advance if scheduling of a rental activity requires cancellation of their event. The contact person will be responsible to notify the other members of the group that a cancellation of their event is necessary.
- l. Resident group **free** events requiring long-term planning/scheduling where cancellation would be very difficult, must secure approval from the Lake Chesterfield Board of Trustees to be given priority over a rental request if one is received for the same date.

2. Serving Liquor

- a. All attendees must obey State of Missouri and local Wildwood/County alcohol and drug laws.

- b. Cash bars or selling of alcohol is not allowed on the premises during rental events.
- c. No one under 21 shall be served alcoholic beverages on the premises and, if alcohol will be served, no minors are to be present without parental permission. (see 1. General, Item "c")
- d. Alcohol brought onto the premises must be attended by at least one adult at all times. Failure to abide by this requirement shall result in loss of the full amount of the security deposit for the rental event and be subject to other applicable fines and fees.
- e. The renter is responsible for any actions arising from the dispensing of alcohol at rental events.

3. Decorations and Confetti

- a. The use of scotch tape, tacks, staples and nails on furniture/walls is prohibited. Only easy to remove Command Strips or its equivalent shall be used. Charges will be assessed for both evidence of use of prohibited items, in addition to repairs costs for damage left on walls by prohibited items.
- b. Use of confetti and/or glitter is not allowed. Evidence of use will result in an additional \$50 cleaning fee.
- c. Decorating should be done no more than three hours prior to the start of the event. Early set-up requires prior notification and permission from the Site Manager.

4. Furniture Movement

- a. Furniture may be moved but must be returned to its original position before leaving the Clubhouse.
- b. Clubhouse folding tables (9) should be returned to the closet; chairs (50) must be stacked properly in the closet. Inventory will be taken during damage assessment report and resident will be charged for missing chairs/tables.

5. Building Capacity

- a. The main level area capacity is **108** persons and the lower level recreation area capacity is **55** persons. Failure to observe these capacity limits can result in forfeiture of the rental deposit.

6. Noise

- a. The renter shall ensure that volume levels are minimized for music, discussion, etc. in outdoor areas to prevent complaints from our neighbors. No external speakers may be used during clubhouse rentals.

7. Closing Hours

- a. All functions using the Clubhouse on Friday or Saturday should end by about 12:00 PM (midnight) to allow time for cleanup before 1:00 AM when the alarm system is automatically armed.
- b. The renter is responsible for charges when police are called due to a failure to exit the Clubhouse before the alarm system is armed. FINES and FEES (including other charges for police involvement) WILL BE LEVIED against the above homeowner.

8. Door/Window Use

- a. In order to maintain heating/cooling in the building, the inner entryway doors and all windows should remain closed during rental events. If desired, the outer entry door can be chained open to allow guests to enter the Clubhouse easily.

9. Thermostat Settings

- a. Thermostats outside of office door and at bottom of stairs to recreation area should be returned to 76 degrees Fahrenheit in summer and 68 degrees Fahrenheit in winter when rental event is over.

10. Equipment Available for Use

a. Refrigerator, dishwasher (soap/detergent not supplied), convention/convection oven and microwave, vacuum cleaner, FM/AM receiver with microphone capability, 6 ft tables, folding chairs, ping-pong table, pool table, piano; for WIFI password or Television use, contact Site Manager prior to your event.

11. Rental Equipment Delivery

a. Notify the Site Manager if you will be having a delivery of tables, chairs, dishes, linens, etc. prior to your event. Rental Equipment cannot be left in the building after your event or delivered days before your event if another party is scheduled during those times.

12. Cleanup

a. The renter is responsible for picking up and placing in trash containers all plates, cups, bottles, cans, etc.

b. **You do not need to take out the trash.** To prevent floor damage and contamination from leakage, absolutely no trash bags are to be left on the Clubhouse floor or on the Clubhouse front porch. Any trash bags that you remove from trash containers, or extra bags that you use, must be deposited in the dumpster by the tennis courts.

c. A vacuum cleaner is stored in the coat closet and can be used to clean up any small debris left on the floors.

d. All food must be removed from the premises (including any food stored in refrigerator).

e. If the event is catered, all rented tables, chairs, dishes, etc. must be removed immediately following the event unless renter has made other arrangements with the Site Manager.

f. Restroom facilities must be left in original condition. Toilets must be flushed and free of obstructions, paper towels and tissue paper disposed of in trash can. No soiled diapers should be left in clubhouse waste receptacles.

13. Use of Coolers/Tubs/Kegs and/or Similar Containers

a. These containers can cause moisture damage to floors and must be kept in the bar area, which has a floor drain to handle liquid runoff, spills, etc.

14. Security Deposit (refundable)

a. The date for a rental event is reserved by payment of the required security deposit.

b. The security deposit is fully refundable by a check issued by LCHOA to the renter if the cleaning contractor finds no damage.

c. If the security deposit is insufficient to cover damages incurred during the rental event, the renter shall be responsible to pay in full for complete repair of the damage.

d. If a rental event date has been reserved with a security deposit only and a second rental event request is made for the same date, the resident making the first reservation will be notified and must pay the remaining rental/cleaning fees within two weeks to retain their scheduled rental date.

15. Rental/Cleaning Fee

a. The rental/cleaning fee must be paid in full at least thirty days prior to the scheduled rental event.

16. Advance Reservations

a. Rental events can be scheduled up to 12 months in advance of the rental event date.

b. For holiday rental events, the Site Manager can restrict a single resident/family from scheduling the same date year after year to allow rental opportunity to others who desire the same date.

17. Cancellation of a Rental Event

- a. Cancellation of a *non-holiday* rental event must be made at least thirty days prior to the scheduled event date.

- b. Cancellation of a *holiday* rental event must be made at least sixty days prior to the scheduled event date. Due to heavy usage, the following dates are considered in this policy as *holidays*: New Year’s Eve, New Year’s Day, Easter, Independence Day, Halloween, Thanksgiving Day, Christmas Eve and Christmas Day.

- c. Failure to arrange for cancellation within the above specified time periods shall result in forfeiture of the full amount of the security deposit.

18. Walk-Thru Inspection

- a. The renter can request a walk-thru inspection of the Clubhouse before and after a rental event to ensure that only rental event damages are charged to the renter. For a typical evening rental, the walk-thru following the event will be required to be scheduled for 8:00 - 8:30 AM before cleaning begins on the morning following the rental event.

19. Collection of Damage Charges

- a. If not paid within 30 days, damage charges in excess of the security deposit will become a lien against the Homeowners property. Such charges, together with collection costs, attorney and filing charges shall constitute the charges for administering the lien.

20. Pets

- a. No pets or other animals are allowed in the Clubhouse during rental events or at any other time.

21. Special Event Requests

- a. Requests to use the Clubhouse for raising funds for charitable causes must be approved by the Board of Trustees.

- b. Usage/rental requests which do not meet conditions outlined in this policy must be approved by the Lake Chesterfield Board of Trustees.

22. Violations of Usage/Rental Policy

All violations of the above Usage/Rental Policy are subject to review by the Lake Chesterfield Board of Trustees who will administer appropriate application of the Lake Chesterfield Fines and Fees Policy as required.

Rental Rate Structure

Friday, Saturday, Holidays (as listed), and any party of 40 or more people:

Deposit	\$200
Rental/Cleaning	<u>\$300</u>
Total	\$500

Sunday thru Thursday (non-holiday), and less than 40 people:

Deposit	\$150
Rental/Cleaning	<u>\$200</u>
Total	\$350

The undersigned Homeowner agrees to the rules and regulations, referred to and made a part hereof, and agrees to hold harmless the Lake Chesterfield Homeowners Association for any claims or expenses by anyone, made as a result of the undersigned’s function or use of the clubhouse.

I HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS AND AGREE TO ABIDE BY THEM.

Homeowner Signature _____

Date _____

Additional Renter Signature _____

Date _____

LCHOA CLUBHOUSE RENTAL DAMAGE FEES AS OF NOVEMBER 21, 2016

Damage costs, if applicable, will be deducted from homeowner's clubhouse rental deposit. If security deposit is insufficient to cover damages incurred during the rental event, the homeowner will be responsible to pay, in full, for complete repair of damage within 30 days.

See chart below for possible damage categories and their associated damage costs.

Category	Additional Cost To Homeowner
Cleaning - Over And Above Normal Cleaning Fees	Additional costs as charged to LCHOA by the cleaning company
Wall Damage	<ol style="list-style-type: none"> 1. \$5.00 each for damage done by removal of tape & adhesives. 2. \$10.00 each for dents and/or gouge 3. \$5.00 each for stains and/or spill
Carpet	<ol style="list-style-type: none"> 1. \$5.00 for each stain and/or spill 2. \$25.00 for each tear and/or burn mark.
Property Damage (main level, lower level, bar area, rotunda, bathrooms, inside main entrance to club house, etc.) Includes, such items below, but not limited to: Chairs, tables, microwave, refrigerator, lights, TV, windows, billiard ball equipment, table tennis equipment, foosball equipment, trophy case, pictures, etc.	Will be charged at replacement cost per item damaged or missing.
False Alarms/ Security Alarm reset	A fee of \$50 will be applied for each false alarm occurrence. False alarms occur when the alarm system is set off due to an armed door (lower level) being opened at any time or the motion sensor inside the building being tripped after the alarm automatically sets. 11:00pm Sunday through Thursday or 1:00am Friday and Saturday.
False Alarm Investigation by Authorities	Should LCHOA incur any additional false alarm fees by the alarm company, and/or fire or police departments, all additional costs will be assumed by homeowner.

I have read and understand the above clubhouse damage fees and agree to surrender payment for damages, if applicable, per this fee structure provided.

Homeowner Signature _____ **Date** _____

Additional Renter Signature _____ **Date** _____

Please return your signed contract, signed Damage Fee chart, and deposit to the LCHOA office.

Private Party in Progress

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Clubhouse (including gym)
Not Available For
Recreational Use

Emergency number: