## LAKE OF THE FOREST, INC.

## RENTAL AGREEMENT FOR SPECIAL LIMITED USE OF THE LAKE OF THE FOREST COMMUNITY CENTER

THIS AGREEMENT made in Bonner Springs, Wyandotte County, Kansas, the day of, 20, by and between the Lake of the Forest, Inc., hereafter referred to as <b>Landlord</b> or <b>Business Office</b> and hereafter referred to as <b>Tenant</b> .					
NO	W, THEREFORE, IT IS AGREED AS FOLLOWS:				
1.	FUNCTION. That the Landlord shall rent to Tenant, the Lake of the Forest, Inc. Community Center (Clubhouse) on the day of, 20 from o'clock m. to o'clock m. for the sole purpose of:				
(Sho	MBER OF GUESTS ATTENDING:				
<b>2.</b> <u>E</u> stan	ELIGIBLE TENANTS. To reserve the Community Center, all bookings must be made by a Lake Member in good anding, or by a non-Lake person, who will sign the contract and be always present at the event. The Business Office will be the right to decide any exceptions to this condition.				
<b>3.</b> <u>F</u> A de	EES. Tenant agrees to pay a rental fee in the amount of \$  eposit of \$ shall be paid at the time of booking with the balance of \$ due on or before				
boo con eve	booking by a non-member requires that twenty-five percent (25%) of the rental fee be paid at the time of oking. That deposit is totally non-refundable and will be applied to the rental fee if all other conditions of the atract are met. Cancellation of the function must be reported to the Business Office at least four (4) weeks prior to the nt. If notice of cancellation is not so given, the Landlord reserves the right to retain the security/damage deposit. A nage of date is considered a cancellation.				
depe trac afte	DAMAGE DEPOSIT. Tenant agrees to pay to the Lake of the Forest, Inc., the sum of \$ which shall be a osit for the faithful performance of the terms and conditions of this agreement by Tenant. This deposit shall not be subted from the rental fee but shall be returned to the Tenant after inspection of the Community Center by the Landlord r the function. This deposit shall be due at the time the Tenant signs and returns this contract. This contract, ng with applicable deposits, must be returned within seven (7) days of booking, or at time of booking if within ays.				

- **5. BUILDING CAPACITY.** Signing of this contract indicates the Tenant is aware that the Fire Code's stated capacity for the area referred to as the Ballroom is **214 people** standing and that the capacity of the area referred to as the Dining Room is **60 people seated.**
- **6. MEMBER FUNCTIONS.** Any Lake of the Forest, Inc. member or associate member in good standing may schedule use of the facility in advance by contacting the Business Office, signing, and returning the contract with the deposits as desired in Item 3 and 4 above, paying the rental fee, and abiding by the rules stated in *Information for Members* in the *By-Laws Handbook*. **The Member hosting/sponsoring the event MUST be in attendance at all times**, or at the discretion of the Business Office.
- 7. <u>GUEST LIST.</u> A list of outside guests is to be given to the Business Office at least two days prior to the function. **THE LIST SHOULD BE IN ALPHABETICAL ORDER BY LAST NAME** and will be given to the Security Director by the Business Office, enabling your guests into Lake Forest by a security guard in the guard station at the lake entrance.

- **8. <u>PARKING/SECURITY GUARD.</u>** Parking must be supervised by experienced parking attendants to allow for proper fire/emergency lanes. This will be arranged through the Business Office.
- **9.** <u>MUSICIANS.</u> Tenant shall have the right to contract for musicians who will perform during the function. The Landlord shall have the absolute right to designate the areas of setup for the musicians. Signing of this contract indicates the Tenant is aware that the volume of any music or entertainment shall not be loud enough to disturb the peace of the residents of Lake of the Forest, Inc. Any request by Lake of the Forest Clubhouse Director, any security officer, or resident of Lake of the Forest shall be honored if a complaint is received to reduce the volume of thematic or entertainment.
- 10. <u>LOADING AND UNLOADING.</u> All unloading must be done at the west (parking lot) side of the porch, through the kitchen, or in the pull-off area on the north (Lake) side of the Clubhouse. Tenant may not unload or allow employees or guests to unload at the east side of the porch, or to block any road around the Clubhouse. This includes food and wedding cake delivery, as well as equipment used by musicians or disc jockeys.
- 11. **FURNITURE.** No furniture belonging to the Clubhouse shall be moved without permission of the Business Office.
- **12. <u>PICTURES.</u>** Moving or removing of any pictures is prohibited. They are a part of the history of the Lake of the Forest, Inc.
- **13.** <u>FIREWORKS.</u> Any fireworks display at Lake of the Forest that the Tenant should arrange as part of the function requires the Business Office to be informed and give approval for such a display.
- 14. <u>FOOD TRUCKS AND PHOTO BOOTHS.</u> Any food trucks and mobile photo booths that are coming into Lake of the Forest for the rental event **MUST BE APPROVED BY THE BUSINESS OFFICE.** The designated parking area for food trucks and photo booths is at the west end of the clubhouse porch and at the marked parking lines.
- **15.** <u>DECORATIONS AND CANDLES.</u> Decorations, tacks, nails, staples, wire, strings and/or tape are not to be attached to the wooden carved *LAKE OF THE FOREST* sign over the stage in the ballroom, nor anything in the Clubhouse proper without permission from the Business Office. **ONLY BATTERY-OPERATED FLAMELESS CANDLES ARE ALLOWED IN THE CLUBHOUSE. NO REAL FLAMES ALLOWED.** It is prohibited to throw rice, bird seed, confetti or glitter, both inside and out. Any violation of these provisions will result in forfeiture of the damage deposit.
- **16. SMOKING POLICY.** No smoking is allowed inside the Clubhouse or on the Clubhouse porch for fire safety reasons. It is only allowed on the west concrete patio and there is an ash tray on the patio where to dispose waste.
- 17. CLEAN UP. Tenants are to remove everything brought to the Clubhouse, including trash, debris, empty bottles, flowers and food. ALL TRASH MUST BE PLACED IN PLASTIC GARBAGE BAGS AND PUT IN THE DUMPSTER PROVIDED AT THE SOUTH SIDE OF THE PARKING LOT AND MARKED 'CLUBHOUSE TRASH ONLY'. Deadline for cleanup is to be \_\_\_\_\_\_\_. All areas adjacent to the Community Center shall also be free of trash and debris. Failure to dispose of ALL TRASH in the dumpsters provided at the south side of the parking lot will result in a charge which will be subtracted from the damage deposit. No rental items may be left in the building, on the porches, or on the grounds. Failure to remove all items will result in a charge which will be deducted from the damage deposit.
- **18. NON-TRANSFERABLE.** This agreement shall not be assigned or transferred by Tenant, nor shall Tenant have the right to sublet, or authorize the use of the premises other than designated herein.

## 19. RESPONSIBILITY FOR DAMAGES.

- A. Neither the Landlord nor Lake of the Forest, Inc. shall be liable in civil or criminal action for any injury (including fatality) or damage caused by Tenant, guests or employees who operate vehicles while under the influence of alcohol or other substances as defined by the Kansas Vehicle Code. The Landlord must approve all vendors of rental equipment. The Landlord reserves the right to refuse use by any vendors not property authorized.
- B. Neither the Landlord nor Lake of the Forest, Inc. shall be liable for any damage to property or persons at any time on the leased premises.
- C. Tenant agrees to reimburse the Landlord for all damages to the Clubhouse, the building, fixtures, furnishings, and grounds caused by the moving of equipment, or by any other means done by Tenant, employees and/or guests. All such damage shall be repaired by the Landlord or at their direction and payment for such damages will be subtracted from the damage deposit. If additional amounts are needed, the Landlord shall present a bill for such repairs. This bill shall be payable immediately upon receipt.

- D. The Landlord shall not be responsible for the loss or damage to property of Tenant, employees, or guests.
- 20. TERMINATION OF FUNCTION. Landlord reserves the right to terminate the function if the Tenant, employees, or guests conduct themselves such as to disturb the peace of the residents of Lake of the Forest, Inc. Tenant, employees, and guests are restricted to the Clubhouse grounds and the lakefront immediately adjacent to the building. If necessary, Lake of the Forest, Inc. security personnel or the local police will be called to enforce this provision. Lake of the Forest, Inc. vigorously supports local and state statutes as they apply to the consumption of alcoholic substances by minor children. Failure by Tenant to enforce these regulations could result in the cancellation of the function.
- 21. <u>LAKE ROADS/SIGNS</u>. All non-residents are required to observe the rules of Lake of the Forest roads. Please be aware that the posted speed limits for all roads within the Lake is 15 miles per hour. Please observe the one-way directional and No Parking signs. Non-resident guests may not drive into areas of the Lake other than immediately around the Clubhouse. Any directional signs you put at the Lake entrance or inside the Lake must be removed at the close of your event.
- 19. FRIDAY NIGHTS. Regular Friday night events are held for Lake residents in the basement of the Clubhouse. Please be aware that sounds from the basement are very apparent in the dining room of the Clubhouse, so if your function will involve a dinner or situation where the sound could interfere, it is strongly recommended that you hold that portion of the function in other areas available to you with this contract. All parking for Friday, after 4:30pm, should be limited to the south (lower) parking lot only, giving all other parking priority to Lake residents.
- **20.** <u>USE OF PANTRY AND ELECTRONIC EQUIPMENT.</u> Pantry items, sound systems, including microphones, speakers and any electronic equipment owned by Lake of the Forest, Inc. **may only be used for Lake events**, and must be arranged for in advance.
- **21. LIABILITY INSURANCE.** Group activities not sponsored by Lake of the Forest, Inc. require proof of a minimum of **\$1,000,000 liability insurance** for Members and non-members. We require the following information:
- A. **Certificate of Insurance** is required, listing Lake of the Forest, Inc., P.O. Box 1424, Bonner Springs, KS 66012 as the **certificate holder**.
- B. Lake of the Forest, P.O. Box 1424, Bonner Springs, KS 66012 is to be listed as the **additional insured** on the policy and it must be shown on the Certificate of Insurance.
- C. The certificate must show that coverage is for the event to be held at **100 Lake Forest**, **Bonner Springs**, **KS 66012**.

	d by:
	(Lake Member)
	or
	(Non-Member)
Name of Insurance Company:	
Name and Phone Number of Agent $\_$	
the event. Failure to provide insuranc	re information as directed will result in cancellation of your event.
the Forest, Inc. Clubhouse and agree and eligibility for this fee is true, comp	ndicates that he/she has read and understands all conditions for rental of the Lake of the sthat all information that he/she has provided concerning the use of the Clubhouse plete, and accurate. The Tenant also understands that any misrepresentation of any prefeiture of all deposits, and he/she may be charged additional fees.
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TENANT SIGNATURE:

## (Member)

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TENANT SIGNATURE:	
	(Non-Member)
ADDRESS:	
PHONE:	
EMAIL:	
LANDLORD:	

 $\textbf{EMAIL:}\ \underline{office}\underline{manager@lakeoftheforestkansas.com}$ 

Clubhouse Office: 913-424-6062 Mon-Fri 11am-3pm