

## **Villages at Baxter Ridge**

### **How to Rent the Clubhouse**

**Interested in renting the Clubhouse in the Villages at Baxter Ridge? If you are a current homeowner in the Villages at Baxter Ridge and are in 'Good Standing' with the Homeowner's Association (HOA), you are eligible to rent.**

**Here's a step-by-step process.**

**Step 1:** Contact Nick Sesti at Community Managers Associates (CMA) to find out if the date of your event is available. If it is available, ask Nick to send you the rental packet. Nick can be reached at 314-720-8762 during normal working hours.

**Step 2:** Read, fill out, sign, date and return the Event Space Rental Agreement, along with the Addendum to the Clubhouse Rental Agreement and two (2) separate checks from the same checking account to CMA within 14 calendar days of your initial phone call. We do not accept third-party checks and/or business checks. Helpful advice: check with CMA to ensure your paperwork was received before the end of the 14 days.

**Step 3:** Three to five days prior to your event, contact the Facility Manager to schedule your pre- and post-event inspection times on the day of your event.

**Step 4:** On the day of your event, meet the Facility Manager at the agreed upon time and complete the pre-event inspection and receive the keys to the clubhouse. You will be required to sign a release for the inspection and the keys.

**Step 5:** Have your event!

**Step 6:** When your event is over and the cleaning has been completed, please place everything back in its original place. Call or text the Facility Manager to complete the post-event inspection and return the keys.

When planning your event, please coordinate your event start time within the rental period. The Clubhouse rental period begins at 8:00 AM CT the day of your event and ends at 12:00 AM CT (Midnight). The Clubhouse must be vacated by 1:00 AM CT- NO EXCEPTIONS! Please allow for set-up and clean-up time when you plan your event.

Please know that we would like you to treat this space as well or better than you treat your own home. It is an extended space for you and your neighbors to use for events. If you have any mishaps, please report them at the post-inspection. Remember that you are in a private residential community, so please be mindful of noise levels after 10:30 PM. Your neighbors will thank you for it.

Any questions, concerns, suggestions or requests? Please contact Nick at [nick@cmamgrs.com](mailto:nick@cmamgrs.com).

**EVENT SPACE RENTAL AGREEMENT**

**for**

**The Villages at Baxter Ridge Clubhouse**

THIS AGREEMENT (the "Agreement"), made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Villages at Baxter Ridge Home Owners Association (the "Owner"), whose business address is

1807 Baxter Ridge Drive,  
Chesterfield, Missouri 63017

and

(Name) \_\_\_\_\_ (the "Renter")

(Address of the Renter): \_\_\_\_\_, Chesterfield, Missouri 63017

(Telephone number(s) of the Renter): Home \_\_\_\_\_ Cell \_\_\_\_\_ Office \_\_\_\_\_

collectively, the Parties.

The parties agree as follows:

**Space Rental**

Owner hereby grants a limited and revocable license (the "License") to the Renter to use the following space: The Villages at Baxter Ridge Clubhouse (the "Space") on the Event Date & during the hours specified under this Agreement.

**Event**

The Renter shall hold the following Event: \_\_\_\_\_ (the "Event") on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Event Date"), between the hours 8:00 AM and 12:00 AM CT (the "Rental Period") and must vacate the Space no later than 1:00 AM CT. Approximately \_\_\_\_\_ guests (not to exceed seventy-five (75)) will be in attendance. Renter is authorized to use the Space to hold the Event, and for no other purpose.

**Fees**

Renter shall pay to Owner a total fee of \$ \_\_\_\_\_ (the "Fee"), according to the following schedule, for the use of the Space.

<b>DAY OF EVENT</b>	<b>RENTAL RATE</b>
Monday -Thursday	\$125.00
Friday-Saturday-Sunday	\$175.00
Holiday Rental Period*	\$175.00

*\*Holiday Rental period begins on the Wednesday before Thanksgiving and ends on January 1<sup>st</sup>.*

**Security Deposit**

Renter shall pay to Owner a security deposit of **\$200.00** (the "Deposit"), upon the execution of this Agreement.

(continued)

**Space Specifications**

Owner grants to Renter the following amenities at the Space: Main room, pool table room, kitchen, bath rooms, entry way and hallway and all contents within these areas.

**Disclaimers**

The Space shall be provided by the Owner as-is and Owner makes no warranty regarding the suitability of the Space for Renter's intended use.

**Condition**

After the completion of the Event, the Renter shall leave the Space in the same or similar condition as received from the Owner.

**Damages**

Beyond ordinary wear and tear, Renter shall be responsible for any and all damage caused by Renter's use of the Space. Renter shall arrange for the repair of any such damage. In the event if Renter does not make any necessary repairs, Owner shall arrange for the same at Renter's expense.

**Cleanup**

Renter will be responsible for cleaning the Space as described in Item #25 of the Addendum at the conclusion of the event.

**Right of Entry**

Owner shall have the right to enter the Space at any time for any purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space.

**Indemnification**

Renter hereby indemnifies and holds harmless Owner from any damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

**Revocation**

Owner shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Owner revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

**Cancellation**

Renter may cancel the Event by notifying Owner seven (7) calendar days or more before the Event Date except during the Holiday Period, which will require a notice of fourteen (14) calendar days or more before the Event Date. In such an event, Owner shall refund to Renter the full amount of the Rental Fee and the Deposit. If the Event is cancelled within seven (7) calendar days of the Event Date, or within fourteen (14) calendar days during the Holiday Period, Owner shall have the right to retain the full Deposit.

(continued)

**Assignment**

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

**Governing Law**

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Missouri, without regard to conflicts of law principles.

**Entire Agreement**

This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

The undersigned has read the terms and conditions of this Agreement and agrees to abide by same, as well as all rules and regulations per the Addendum, which Addendum is made a part hereof.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

\_\_\_\_\_

Renter

\_\_\_\_\_

Date

\_\_\_\_\_

Owner

\_\_\_\_\_

Date

# **Villages at Baxter Ridge**

## **Addendum to Clubhouse Rental Agreement**

### **GENERAL TERMS & CONDITIONS**

1. Renter shall be current property owner in “good standing” (current on fees) with the HOA.
2. Renter to be present at all times during the rental period including set-up and clean-up. Clubhouse may not be left unlocked and unattended at any time during the rental period. Please lock all doors, turn out all lights and set temperature as defined on the wall next to the thermostats if you leave the Clubhouse.
3. Owner to take full responsibility for guests’ behavior, keeping noise levels under control so that surrounding residents are not disturbed.
4. Commercial activities, which are advertised publicly or privately, are not allowed. No fee(s) may be charged to any guest for any reason.
5. The Clubhouse and the pool are separate entities and can not be rented simultaneously. However, if guests are using the pool during the event, they cannot re-enter the Clubhouse in swimsuits.
6. Portable or other dance floors, mobile discos (and lighting and equipment associated with mobile discos) are not permitted. Live bands/entertainment must be reviewed and approved by the HOA.
7. No pets or animals are permitted inside the Clubhouse at any time.
8. No smoking or vaping of any kind is permitted inside of the Clubhouse including, but not limited to, cannabis, cigarettes, cigars and pipes. If smoking is reported during your event and found to be true, the event will be ended immediately.
9. Missouri State laws regarding minors will prevail.
10. Minors must be supervised during events at the Clubhouse by adults over the age of 21.
11. Furniture must remain inside the Clubhouse. Furniture may be rearranged but must be replaced to original position(s) at the conclusion of your event.
12. Pool table may be used as buffet table if covered with the plywood board. The foam corners should be face down on pool table.
13. Beer kegs and coolers are not to be placed on any wooden tables, pass through windows or carpeted areas.
14. The fireplace is electric and may be used from October 1<sup>st</sup> until the end of February. Do not ignite any kind of wood or paper in the fireplace.
15. Fire Safety Rule dictates the front entrance door and French doors to the back courtyard remain unlocked during the event.
16. Park in parking lot until full. “No Parking” signs (in kitchen closet) are to be placed on the Clubhouse side of Cedarmill Drive down to the end of the tennis courts and on both sides of Eldon Ridge Court as required by the Fire Marshal. The “No Parking” signs must be in place at least one hour prior to the start of your event. (Please note there is no parking on Spears Ridge Drive or on the Clubhouse side of Baxter Ridge Drive.)
17. The Clubhouse must be vacated by 1:00 AM CT **-NO EXCEPTIONS**. This includes completion of cleaning responsibilities (see Item #25), removal of all personal items, setting all thermostats to proper temperature, turning off all the lights and locking all the doors.

### **FORFEITURE OF \$200.00 SECURITY DEPOSIT**

18. Owner must sign the pre-inspection form when picking up the key to the Clubhouse, at a scheduled time on the day of the event and sign post-inspection form when returning the key to the Clubhouse at a scheduled time no later than 8:00 am the morning following the event. Failure to comply will result in the forfeiture of security deposit.

(continued)

19. Decorations may not be taped, nailed, tacked or pinned to the interior or exterior of building unless removable painter's tape or non-damaging, removable, adhesive strips (i.e., 3-M) are used. DO NOT affix any kind of decorations, pictures, curtains, etc. to the brown walls that divide the Main and pool table rooms. Failure to comply will result in the forfeiture of your security deposit.
20. No sparkles, glitter, rice, confetti, silly-string, water guns or dart guns may be used in the interior as well as the exterior of Clubhouse or grounds. Failure to comply will result in the forfeiture of your security deposit.
21. No smoking of any kind inside of the Clubhouse! The Clubhouse has been designated a 'No Smoking' environment. This includes, but not limited to, cannabis, cigarettes, cigars and pipes. Any physical damage resulting from burns, or lingering smoke odor, will result in the forfeiture of your security deposit plus any expenses to clean or repair the damage(s) and/or exclusion from future use of the Clubhouse.
22. No candles are allowed except on birthday cakes. Failure to comply will result in the forfeiture of your security deposit.
23. Lost Clubhouse Key(s) Policy. If the Clubhouse key(s) is lost you will be charged for the changing of the lock and any related expenses including the cost of new keys. Failure to comply will result in the forfeiture of your deposit and an additional charge to your HOA account of approximately \$200.00.

#### **DEDUCTION FROM SECURITY DEPOSIT**

24. Catered Equipment/Supplies/Extra Table/Chairs must be removed immediately after the event unless arrangements have been made prior to the date of the event. Failure to comply may result in a deduction from your security deposit.
25. Cleaning responsibilities.
  - (1) Remove all personal and rented items from the Clubhouse;
  - (2) Clean the kitchen, wiping any food/spills from inside refrigerator, stove/stove top, microwave, counters, sink and floor. Sweep but do not mop the kitchen floor;
  - (3) All carpeted areas are to be vacuumed including entry, main room, pool table room and hallway. All spills/stains must be cleaned off the carpet. If any spills on the carpet cannot be removed, please identify them at the post inspection (Stains/spills not able to be removed may result in a deduction from your security deposit);
  - (4) Clean all table tops and chairs with Lysol cleaner (supplied) and any glass surface with glass cleaner (supplied);
  - (5) Return all folding tables, folding chairs, plywood board and carpet runners to the back storage room as you found them;
  - (6) Bathrooms must be cleaned including mirrors, vanities, faucets, toilets, floor, and trash emptied;
  - (7) Gather all trash, secure bags and put in the trash receptacles inside the back courtyard. Reline all trash cans with new bags (supplied);
  - (8) Re-rack the pool balls on the pool table and return pool cues to the rack on the wall.Failure to comply with any of the above may result in a deduction from your security deposit.

**I have read, acknowledge, and understand that I am bound by this written agreement and addendum, and agree to abide by the above requirements. I further understand that failure to comply with any of the aforesaid may result in the forfeiture of/or deduction from my security deposit even if an amount is not specified.**

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Renter's Signature

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Date

## **Villages at Baxter Ridge Clubhouse Amenities List**

### **Storage room:**

2 – 8ft x 30-inch folding tables  
3 – 6ft x 30-inch folding tables  
2 – 4ft x 24-inch folding tables with adjustable height legs  
26-folding metal chairs on a rolling rack  
Board cover for the pool table  
Carpet runners (10)

### **Kitchen:**

4 large trash cans  
1 tall kitchen trash can  
Trash bags for trash cans  
Paper towels on wall holder (extra rolls of towels in cabinet)  
Full size refrigerator/top freezer  
Double sink with disposal (dish soap/brush below sink)  
Dish washer  
Microwave  
Cook-top range with oven (electric)

### **Cleaning supplies in kitchen closet:**

Broom/dustpan/Swifter mop  
Various cleaners on top shelf  
2-buckets  
“No Parking” signs (currently 18)

### **Main room:**

2 – 4ft x 30-inch wood tables with 4 side chairs each  
3 – 48-inch diameter octagon shaped wood tables with 4 rolling side chairs each  
2 – sofas  
2 – side armless chairs  
1 – credenza with 2 table lamps  
Electric fireplace (October thru March use)

### **Pool table room:**

Regulation pool table with 5 pool cues/rack/15 numbered balls/cue ball (56”x102”)  
2 – lamp tables on small wood round tables

### **Entry:**

2—wood arm chairs in entry  
1—small round side table

**2 – Single stall bathrooms supplied with paper products/soap**

## **Villages at Baxter Ridge**

### **You're Having an Event**

You are having an event and we hope you and your guests have a great time. Here are a few reminders that can help you have a successful event:

- Respect - Please know that we would like you to treat this space as well or better than you treat your own home. It is like an extended space for you and your neighbors who use this space for their events. If you have any mishaps, please report them at the post-inspection. And remember, you are in a private residential community so please be mindful of noise levels after 10:30 PM.
- Spills - Please do all you can to avoid carpet spills, clean them immediately with cleaning supplies provided in kitchen broom closet and report any spills you are not able clean at the post-event inspection.
- Wooden table tops and carpeting - Please protect furniture and carpeting from water damage by using runners and/or plastic tablecloths for coolers, beer kegs or other potentially damp items.
- Walls - Please only use painter's tape (Frog tape) on the walls for hanging decorations. NO tape of any kind is to be used on the brown walls.
- Security - Whenever you leave the clubhouse, please check that all doors are locked, lights are off and thermostats are set to the required temperatures.
- Supplies - Paper towels, toilet paper, hand soap, cleaning supplies, tissues (in the bathrooms), trash bags and a vacuum are provided; plan to bring any other event supplies you will need.
- Feedback - We have worked hard to make this space attractive and usable. Please let us know what worked well for you and what can be improved upon by sharing those ideas in an email to [nick@cmamgrs.com](mailto:nick@cmamgrs.com).