

Villages at Baxter Ridge

Villages At Baxter Ridge HOA
Community Managers Associates, Inc.
14323 S. Outer Forty Road, Ste. 301 N.
Chesterfield, MO 63017-5734

Phone: 314-720-8762

Fax: 314-878-2773

E-mail: nick@cmamgrs.com

Dear Homeowner:

Please find enclosed information regarding the clubhouse. Please review this contract carefully before signing as the Board has made several changes to the Contract.

Checks should be made out to Villages at Baxter Ridge. **Checks and contracts must be returned to CMA at 14323 So. Outer 40 Rd., Suite 301N, Chesterfield, MO 63017 within two (2) weeks of your call to reserve the clubhouse, or the date will be open for booking by another Owner.**

Please contact Kathy Dostal at 636-537-5562 or 314-960-6603 between the hours of 10:00am and 5:00pm. She will schedule a time to meet with you for the **pre and post party inspections**. Please allow at least 15 minutes each for the pre and post inspections.

Kathy will also be delivering and receiving the Villages of Baxter Ridge Clubhouse key at that time. Please be aware, **only owners renting the clubhouse** at Villages of Baxter Ridge are to meet with Kathy Dostal.

If you have any questions regarding your reservations, please contact me prior to your scheduled event.

Sincerely,

Nick Sesti
Community Coordinator

**VILLAGES AT BAXTER RIDGE CLUBHOUSE
RENTAL CONTRACT
1807 Baxter Ridge, Chesterfield, MO 63017**

AGREEMENT NOT VALID UNLESS ALL BLANKS ARE COMPLETE

OWNER'S NAME: _____ DATE OF EVENT: _____

ADDRESS: _____ (H) # _____ (W) # _____

TYPE OF EVENT: _____ TIME: _____

NUMBER OF GUESTS	RENTAL RATE	SECURITY DEPOSIT
1-50 (weekday)	\$100.00	\$200.00
51-100 (weekday)	\$125.00	\$200.00
1-50 (weekend & holiday)	\$125.00	\$200.00
51-100 (weekend & holiday)	\$175.00	\$200.00

UNDERSIGNED OWNER MUST BE A MEMBER IN GOOD STANDING
SECOND PARTY CHECKS AND/OR BUSINESS CHECKS ARE NOT ACCEPTED
MAKE SEPARATE CHECKS PAYABLE TO *VILLAGES AT BAXTER RIDGE*

Return checks and one (1) copy of the signed and dated Contract and Addendum to CMA, 14323 So. Outer 40 Rd., Suite 301N, Chesterfield, MO 63017. **Contract and checks must be returned to CMA within (2) weeks of your call to reserve, or the date will be opened for booking by another Owner.** The Rental Rate is used to cover key exchange expenses. ALL cleaning including that stated on the Addendum (Paragraph 19) as Owner responsibility must be completed by Owners renting the Clubhouse. The \$200.00 Security Deposit will be refunded within 7-10 working days provided the conditions of the Addendum of Rules & Regulations have been satisfied.

Your deposit will be cashed only when the post-inspection form indicates damage and/or property missing. Procedure dictates that management will inform you in writing your deposit has been deposited. The Trustees at their next scheduled Board Meeting following your reservation date will address the post-party inspection form. They will assess the issue and advise management of their decision regarding your refund after that time. Should damages or loss of property be in excess of the \$200.00 security deposit, the undersigned homeowner agrees to pay for this excess and/or loss of property.

Trustees, or representatives appointed by the Trustees, shall be the sole judge as to the damage inflicted or property missing.

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

Owner's Signature

Date

CMA - 314-878-0025 Ext. 120 Nick Sesti - Clubhouse Coordinator

**Villages at Baxter Ridge
Addendum to Clubhouse Rental Agreement**

GENERAL TERMS & CONDITIONS

1. Owner to be present at all times during the party period.
2. Portable or (other) dance floors are not permitted.
3. Owner to take full responsibility for guests' behavior, keeping noise levels under control so that surrounding residents are not disturbed.
4. Clubhouse may not be rented for or by a person(s) other than an Owner.
5. No commercial activities, which are advertised publicly, are allowed; no fee may be charged any guest for any reason.
6. No pets are permitted inside the Clubhouse.
7. Beer kegs and coolers are not to be placed on any wooden tables or any carpeted areas unless protected.
8. Missouri State laws regarding minors will prevail.
9. Furniture must remain in clubhouse. Re-arrangement of furniture must be replaced to original position(s).
10. Fireplace is electric. Do not use or light any kind of wood in this fireplace.
11. Fire Safety Rule during function dictates the entrance door and French doors remain unlocked.
12. Park in parking lot until full. "No Parking" signs (in kitchen closet) are to be placed on Cedarmill Drive on the clubhouse side down to 15822 Cedarmill and on both sides of Eldon Ridge Court as required by the Fire Marshal. Note that there is No Parking on Spears Ridge or on the clubhouse side or curve on the east side of Baxter Ridge.
13. Vacate Clubhouse by 1:00 AM includes completion of cleaning responsibilities. In no instance may the Clubhouse be occupied past 1:00 AM.
14. Clubhouse may not be left open unattended. Door must be locked if not present.
15. Pool table may be used as buffet table cover if plywood board with foam corners facing down is used to cover pool table.
16. Prior to vacating, check thermostats located in party room and hallway and set at proper degrees. Turn off all lights and lock all doors.

FORFEITURE OF \$200.00 DEPOSIT

17. Owner must sign pre-inspection form when picking up key at the Clubhouse, at a scheduled time the day of the event and sign post-inspection form when returning key to Clubhouse at a scheduled time the morning following the event. Failure to do so will result in forfeiture of \$200 deposit.
18. Decorations may not be taped, tacked or pinned to the interior or exterior of building unless removable painter's tape is used! Non-damaging, removable, adhesive strips may also be used. Failure to comply will result in the forfeiture of your security deposit.
19. No sparkles, glitter, rice, confetti, silly-string and anything else of like kind may be used on the interior as well as exterior of Clubhouse grounds. Failure to comply will result in the forfeiture of your security deposit.
20. No smoking! The Clubhouse has been designated a No Smoking environment. Any physical damage resulting from burns, or lingering smoke odor, will result in the forfeiture of your security deposit. No candles are allowed except for candles on birthday cakes.

DEDUCTION FROM SECURITY DEPOSIT

21. Catered Equipment/Supplies/Extra Table/Chairs must be removed immediately after function. Failure to comply will result in a deduction from your security deposit.
22. Cleaning responsibilities are (1) to remove all personal items from kitchen, wiping clean any food/spills from inside refrigerator, stove/stove top, microwave, counters & sink; and (2) to secure trash bags tightly and place in totes on patio, (3) all carpeted areas to be vacuumed. (4) both bathrooms to be cleaned and trash removed. Failure to comply will result in a deduction from your security deposit.
23. Stains not able to be removed may result in a deduction from your security deposit.

Clubhouse key if lost, will result in a charge to your account of approximately \$400.00 (re keying and key replacement cost).

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 security deposit deductions even if an amount is not specified.

Owner's Signature

Date

You are having a party!

We hope you and your guests have a great time.

- 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 living room (and kitchen) for you and all of your neighbors who use this space for their events.
 - 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.
 - Spills- Please do all you can to avoid carpet spills, clean them immediately with cleaning supplies provided in kitchen under the sink and report the spill at the post-party check.
 - Wooden table tops and carpeting - Please protect our new furniture and carpeting from water damage by using runners and/or plastic tablecloths for coolers, beer kegs or other potentially damp items.
 - Damage-free tape - Please use this tape or the painters' tape provided at the preparty check for any decorating.
 - Security- Please make sure all doors are locked whenever you leave the clubhouse.
 - Supplies you are likely to need - Plan to bring paper towels, and kitchen/party supplies.
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Villages at Baxter Ridge Clubhouse Inspection Form

Owners Name: Date of Event:

	Pre		Comments	Post		Comments
	yes	no		eS	no	
Foyer Tile Floor						
Foyer Area Rug						
Foyer Location of Fire Extinguisher						
Bathrooms - Floors						
Trash Removed						
Kitchen - Floor						
Stovetop						
Microwave/Counters						
Refrigerator Empty						
Trash Removed						
Coffee Pot cleaned and returned to cabinet						
Main Room						
Pictures, Flower Arrangements, etc.						
Coolers & beer kegs (wooden furniture and carpet protection)						
Furniture, Table & Chairs, Furniture Replaced						
Carpet: Any new stains or snags						
All carpeted areas vacuumed						
Damaged Walls/Windows/Blinds						
Tape/decorations, glitter, sparkles, rice, silly string. Red front doors						
Ceiling Fans Off						
Swim Trophies on shelf 12						
Pool Table/balls in triangle on table, sticks returned to holder, and plywood board returned to hallway						
Folding Chairs (23), 3 - 6ft, 2 - 8ft and 2-4ft high folding tables in Hallway						
A/C set @ 80 degrees Heat set (ii), 60 degrees						
All Doors locked						
All No Parking Signs returned to kitchen closet						

NOTE: OWNER MUST SIGN INSPECTION FORM AND INITIAL WALK THROUGH INSPECTION. FAILURE TO DO SO WILL RESULT IN FORFEITURE OF YOUR \$200 DEPOSIT.

TIME:
PRE-PARTY INSPECTION
& KEY RELEASE

TIME:
POST-PARTY INSPECTION
& KEY RETURNED

Homeowners Signature _____
Inspected By: _____

Homeowners Signature _____
Inspected By: _____

Villages at Baxter Ridge

Clubhouse Addendum "A"

June 15, 2020

Revised May 18, 2021

Name: _____ Event Date: _____
Owner

In order to follow St. Louis County Department of Public Health recommendations for preventing the spread of COVID-19, and for the health and safety of all your guests, your reservation(rental) at the Villages at Baxter Ridge Clubhouse will be modified to the following conditions:

1. The maximum number of people (hereafter referred to as "individuals") allowed to attend events at the Villages at Baxter Ridge Clubhouse has been adjusted to allow for social distancing. **Maximum Capacity is currently 75% or 75 people.**

And individuals who attend the event must adhere to the following restrictions:

- Individuals who are sick, display symptoms of or recently exposed to COVID-19 should not attend this event.
- **Individuals over the age of 60 and/or individuals who have severe underlying medical conditions should consider not attending this event.**
- Individuals should practice good hygiene during this event. This includes washing their hands with soap and water or using hand sanitizer (especially after touching surfaces), avoid touching their face, and sneeze or cough into a tissue.
- Individuals should practice social distancing from each other according to CDC guidelines during this event (at least 6 feet).
- Tables will be set up 6 feet apart from each other with no more than 6 guests per table.
- Items and surfaces should be disinfected frequently throughout the event.
- If applicable, all communal food options are strictly prohibited at this event.
- Individuals should wear face masks during this event. They may wear either their own face mask or one provided by the owner.

2. Owner agrees to post-inspection of the clubhouse at the conclusion of the event and the clubhouse vacated no later than 1:00 AM. (Per paragraph 13, under General Terms & Conditions of the Villages at Baxter Ridge Addendum to Clubhouse Rental Agreement.)

(continued)

4. Owner understands and agrees that Addendum "A" is in addition to the Villages at Baxter Ridge Addendum to the Clubhouse Rental Agreement and the Rental Contract.

I understand that as the owner of the event, I am responsible for ensuring the restrictions listed on this Addendum are followed during my reservation and violations may result in the revocation of my facility use and immediate termination of my reservation. I further understand that if my event is terminated for non-compliance of these restrictions, I will not receive a refund of rental fees or special cleaning fees.

Signature of Owner

Date

**2020 WAIVER LIMITING LIABILITY FOR USE OF
THE VILLAGES AT BAXTER RIDGE CLUBHOUSE**

Agreement and Release:

By signing this agreement, I acknowledge the highly contagious nature of COVID-19 and voluntarily accept and assume the risk that my guests and I may be exposed to or infected by COVID-19 while on site at the Villages at Baxter Ridge Clubhouse (hereafter referred to as clubhouse) and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the clubhouse may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the HOA of _Villages at Baxter Ridge_ and CMA, Inc., including employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my guests or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I and my guests may experience or incur in connection with my guests attendance at the clubhouse. On my behalf, and on behalf of my guests, I hereby release, covenant not to sue, discharge, and hold harmless the HOA of _Villages at Baxter Ridge_ and CMA, Inc. and their employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the HOA of _Villages at Baxter Ridge_ and CMA, Inc. and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at the clubhouse. I accept these terms freely and voluntarily for my clubhouse event on _____, 2022.

I am over the age of 18: Signature: _____

Print Name: _____ Date: _____

Signature Parent/Guardian to sign for Child(ren) 18 years and younger named below: _____

Print Parent or Guardian Name: _____

Print child(ren) name(s):

_____; _____
_____; _____
_____; _____
_____; _____
_____; _____