



# **RENTAL AGREEMENT**

***GreatLife Golf & Fitness @ Western Hills***  
**EVENT ROOM (Non Smoking Facility)**  
**8533 SW 21<sup>st</sup> Street \* Topeka, Kansas 66615**

## ***TERMS OF USE***

### **SECTION 1. DEFINITIONS**

- 1.1 "Director" means the owner, operator or authorized manager of GreatLife Golf & Fitness
- 1.2 "User" means any person, firm or organization contracting to use the GreatLife Golf & Fitness Event Room and any persons attending the event sponsored by the contracting party.
- 1.3 "Caterer" means any person, firm, or organization who serves food or beverages to the User in the GreatLife Golf & Fitness Event Room.
- 1.4 "Center" means The GreatLife Golf & Fitness Event Room located at Western Hills
- 1.5 "ABC" means the Kansas Department of Revenue - Alcoholic Beverage Control.
- 1.6 "Member" means any person who has a signed membership contract with GreatLife Golf & Fitness and whose membership is in good standing with no past due balances.

### **SECTION 2. CONTRACT**

- 2.1 No person, firm or organization will have access to the Center without executing this written agreement.

### **SECTION 3. BOOKING**

- 3.1 The Center shall be available on a first-come-first-serve basis.
- 3.2 Bookings for the Center can be made one year in advance.

### **SECTION 4. MENU**

- 4.1 The Center will offer the User any and all items that are currently on the Sand Trap menu or on the catering menu offered by Mulligan's Restaurant.
- 4.2 Any changes made in the agreed-upon menu quantities or in the number of guests must be made at least five (5) working days in advance.
- 4.3 Menu pricing will be quoted on a "buffet service" basis.
- 4.4 If the Center must procure additional food items during the User's event, additional food charges will apply and a service charge may apply. The Center will only procure additional food items during the event at the approval of the User or User's agent. Additional food items are subject to product availability.
- 4.5 All food charges are subject to change from time to time; therefore, menu estimates may only be given within two (2) months of an event.

## SECTION 5. PAYMENT OF FEES

- 5.1 All fees are due and payable immediately after the User's event prior to the User vacating the premises unless other arrangements are approved prior to the date of the event.
- 5.2 Center must receive a signed agreement and security deposit in order to reserve the event.
- 5.3 Tax-Exempt Users must present proof of state sales tax-exemption upon reservation confirmation
- 5.4 Any past due payments are subject to a 15% service charge per 30 days.

## SECTION 6. ROOM CHARGES

- 6.1 The Center room charge for rental fees will be as follows:

	Member*	Non-Member	
Monday – Thursday	\$30/Hour	\$50/Hour	(Minimum 2 Hours)
Friday, Saturday & Sunday	\$40/Hour	\$60/Hour	(Minimum 2 Hours)

\*If a Member is reserving the Center as part of a golf tournament (must be over 50 players), the deposit, room charge and clean-up fees will be waived. However, a rental agreement must be signed.

## SECTION 7. REQUIRED SECURITY

- 7.1 The following events may require the presence of a certified security guard or uniformed police officer:
  - 1) Any event at which 100 or more people are in attendance.
  - 2) Any event with an attendance of 50 or more people at which alcohol is being served.
  - 3) Any event attended primarily by minors (under 21 years of age) and whose numbers exceed 50 in anticipated attendance.
  - 4) Any event deemed necessary by the Director to assure the security of the User, Director, or both.
- 7.2 Officers when required, are to be present during the event, should remain at least 30 minutes following the close of the event and MAY be required to remain until the User, and their guests vacate the premises.
- 7.3 Parties that are required to have a security guard or uniformed police officer will do so at the sole expense of the User.
- 7.4 Any event attended primarily by minors (under 21 years of age) is required to have (2) parental chaperones for each 50 guests.

## SECTION 8. CENTER'S PERSONAL PROPERTY

- 8.1 The Center's personal property, such as tables, chairs, trash cans, television and restrooms are all available to the User.
- 8.2 The Center supplies ice for use in glasses for consumption only. Ice is not supplied for use in coolers or to ice down items that are brought in by the user. Users must supply their own ice for non-consumption uses. Center will supply proper ice for keg beer.

- 8.3 User and User's guests should not sit or stand on top of tables, as they are designed for limited weight capacity. The Center and Center's personnel cannot be held liable for injuries sustained from sitting or standing on top of tables, chairs, bar tops, etc.
- 8.4 Placement of tables and chairs will be set up by the Center but agreed upon by User and Center prior to the event.
- 8.5 The User shall be responsible for all damage to Center's personal property used or damaged during the time of the User's event.

## **SECTION 9. USER'S PERSONAL PROPERTY**

- 9.1 The Center, Director or any other Center personnel will not be responsible for any personal property or articles left, damaged or lost by the User during the event.

## **SECTION 10. DAMAGE/SECURITY DEPOSIT**

- 10.1 Any User scheduling an event at the Center must pay a refundable damage/security deposit of one hundred dollars (\$100.00).
- 10.2 All security deposits are deposited not held, by the Center. Once the event is paid in full, a refund check will be issued. Refund checks typically take one to two weeks to be mailed to the user.
- 10.3 The security deposit shall be used by the Center to repair, replace, or pay for any property of the Center which is damaged or destroyed by the User or any participants at the event sponsored by the User. If the damage is in excess of the applied \$100 security deposit, the User will be responsible for any additional expenses needed to replace or repair the personal property of the Center. The deposit may be held for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements.
- 10.4 The Center may retain the full security deposit or any portion to cover any excessive or unusual clean-up resulting from use.
- 10.5 Violation of Center rules and guidelines by User or User's guest (i.e. smoking inside the Center, decorating guidelines, etc.) may result in a deduction from the User's security deposit by the Center.
- 10.6 The Center is equipped with a television, chairs, tables and other furniture/equipment. The User will be responsible for any and all damage to any of the equipment. The security deposit shall be used by the Center to repair, replace, or pay for any equipment of the Center which is damaged or destroyed by User or any participants at the event sponsored by the User.

## **SECTION 11. CLEAN-UP DECORATIONS**

- 11.1 Clean-up fees, in addition to the room charges, are **\$50.00 per event**. Clean-up fees MAY NOT be deducted from food and beverage purchases:
- 11.2 The Center will be responsible for removal of trash and usual clean-up. However, Users will be responsible for cleaning up any areas that as a result of User's use will require more than normal clean-up services.
- 11.3 Before leaving the premises after the event, User or Users agent will remove any litter (including cigarette/cigar butts) or decorations in the Center parking lot or sidewalk areas deposited by User and dispose of the litter or decorations in the approved depository.
- 11.4 Any excessive or unusual clean up that is done by the Center, which was caused by the User, will be paid from the scrutiny deposit. Removal of vomit, blood, urine, feces' or other bodily fluids will be considered excessive and unusual clean up. The cost will depend on the amount of time needed to clean the area.

- 11.5 User will be responsible for removal of any special decorations (tablecloths, candles & candleholders, balloons, etc.) immediately after their event. If these special items are left, they will be removed and disposed of by the Center's personnel at no additional charge. An additional clean up fee may be assessed and deducted from the security deposit for use of special decorations that are difficult to remove (for example candle wax on floors/tables). The fee will depend on the amount of time and materials needed to clean the area.
- 11.6 Use of glitter, confetti or any similar decoration in the Center is strictly prohibited. An additional equipment maintenance fee and excessive clean up fee of no less than \$50 will be assessed if glitter, confetti or any similar decoration is found in the Center as a result of the event sponsored by the User.
- 11.7 Decorations may not be placed on walls, windows, or doors or ceiling. Decorations may be placed on tables. Any damage resulting from decorations attached to walls, ceiling or windows will be deducted from the security deposit. The Windows and doors have been covered with a sun and heat blocking tint. Items taped to the doors and windows will tear the film.
- 11.8 Helium-filled balloons must be secured before use of the Center's ceiling fans, if applicable. If floating balloons are caught in a moving ceiling fan, the User will be charged for any damages to the fan or fan motor resulting from the balloon.
- 11.9 All candles must be placed in approved candleholders with flames contained per city fire codes. The user will be charged for any wax that damages floors, tables, chairs, bar tops, etc. Wax found on the floor or any other surfaces of the center may result in an excessive clean-up charge based on the amount of time and materials required to clean the area.

## **SECTION 12. NON-CONFORMING EVENTS**

- 12.1 Events not conforming to accepted community standards or any event that has been scheduled due to untrue or misleading information provided by the User shall be rejected or cancelled. Any such cancellation shall be at the sole discretion of the Center Director.
- 12.2 If at any time the user has misrepresented intended use of the Center, the Director has the right to cancel the event even if the event is in progress. The User will be financially responsible, in full, for the terms as set forth in the original contract.
- 12.3 In the event the User has misrepresented the intended use of the Center, and the Director exercises the right to cancel the contract, the User will be relieved of his or her financial obligation according to the signed contract only if the Director is able to fill the Center's vacancy for that particular date and time period.

## **SECTION 13. SALE OF MERCHANDISE**

- 13.1 The Center reserves the sole and exclusive right to regulate the sale of any souvenir or other merchandise on the Center premises.

## **SECTION 14. CATERING**

- 14.1 The Director will allow outside caterers on the premises for food only. Kansas Liquor Law requires all alcoholic beverages be purchased from the Center. Room rental charges will only be deducted from food purchases through Mulligan's Restaurant and the Sand Trap.

## **SECTION 15. ALCOHOLIC BEVERAGES**

- 15.1 The Center is a licensed premise. Therefore the **User cannot bring alcoholic beverages into the Center.** GreatLife Golf & Fitness will supply all alcoholic beverages. Please refer to the **Catering Menu for pricing.**

15.3 When alcoholic beverages are served, a bartender(s) will be required at a charge of \$40 for the first two hours and \$8/hour for each hour exceeding 2 hours. If more than one bartender is needed, they will be provided at a charge of \$8/hour.

## SECTION 16. CANCELLATIONS

16.1 If an event is cancelled 15 business days prior to the contracted date, the User will be refunded the security deposit in full. The User's security deposit will be forfeited if notification is received less than 15 business days prior to the contracted date unless another event can be scheduled for the original contracted date and time. If this occurs, the User's security deposit will be refunded in full.

16.2 Events that are re-scheduled within 60 days of the original contracted date will not be subject to forfeiture of the security deposit.

16.3 If any event results in a "no-show" by the User and User's guests, the User's security deposit will be forfeited and the user may be responsible for additional fees above the deposit amount to compensate Center for loss from cooked food and/or labor costs.

## SECTION 17. CLOSING TIME LIMITS

17.1 Sunday – Thursday 12:00 a.m. (Midnight)  
Friday & Saturday 1:00 a.m.

## SECTION 18. PARKING

18.1 User's guests are required to use painted parking spaces only. Parking on the grass or any other "non-marked" area is subject to possible towing and/or citations. The Center will not be held liable for towing fees or damage to vehicles parked in the parking lot during the event.

### Please Initial

\_\_\_\_\_ I understand that the Center is a **non-smoking facility**. Guests may smoke on the front deck. However, it is the user's responsibility to ensure cigarette/ cigar butts are properly disposed of.

Description	Amount	Total
Refundable Deposit	\$100.00	\$100.00
Room Rental Charge		
Food Cost		
Alcoholic Beverage Cost		
Bartender	\$40.00 (First two hours) \$8.00/hour each additional hour.	
Non-Alcoholic Beverage Cost		
Clean-up Fee (required)	\$50.00	
Estimated Total		

**Please mark one (Drinks)**

- \_\_\_\_\_ Guests will pay for their alcoholic drinks as they are received.
- \_\_\_\_\_ A tab should be started & all alcoholic drinks will be paid for in one payment.
- \_\_\_\_\_ Non-alcoholic drinks will be furnished by User.
- \_\_\_\_\_ Non-alcoholic drinks will be furnished by Center and Guests will pay for their non-alcoholic drinks as they are received.
- \_\_\_\_\_ Non-alcoholic drinks will be furnished by Center and a tab should be started & all non-alcoholic drinks will be paid for in one payment.
- \_\_\_\_\_ A tab should be started & all (please circle) alcoholic / non-alcoholic drinks will be paid in one payment up to \$\_\_\_\_\_. After this dollar amount is reached, guests will pay individually for alcoholic/non-alcoholic drinks.
- \_\_\_\_\_ Other: \_\_\_\_\_

**Please mark one**

- \_\_\_\_\_ Food will be furnished by User.
- \_\_\_\_\_ Food will be catered by Mulligan’s or Sand Trap and will be paid for in one payment. Refer to attached menus for pricing.
- \_\_\_\_\_ Food will be catered by an “outside caterer”.

Signatures below indicate agreement to terms as outlined on pages 1-7 of this document:

**Event Coordinator (User)**

Organization/Company Name	_____/_____/_____
Event Coordinator - Print Name	Event Date
Event Coordinator Signature	Event Start Time
Date Signed	Event End Time
Mailing Address	Event Coordinator E-mail Address
City	Type of Event (Birthday, Retirement, Graduation, Baby Shower, Wedding Shower, Golf Tournament, etc.)
State	Day Phone
Zip	Cell Phone

\_\_\_\_\_  
Greatlife Golf Staff

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Contract Date

\$\_\_\_\_\_  
Amount Paid

Cash / Check # \_\_\_\_\_ / Credit Card

### **Contact Information**

GreatLife Golf & Fitness

Western Hills

8533 SW 21<sup>st</sup> Street

Topeka, KS 66615

Phone (785)478-4000

Fax (785)478-8733

[western.hills@greatlifegolf.com](mailto:western.hills@greatlifegolf.com)

**How did you hear about the Event Room at Western Hills?  
(please circle)**

- E-mail Blast
- TV Commercial
- Mail Brochure
- Western Hills Fitness Center Flier
- Western Hills Pro Shop / Sand Trap Flier
- Web Site
- A Member
- An Employee

 Other \_\_\_\_\_

Additional Comments:

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