



Homeowners Association

P.O. Box 8833 Springfield, Missouri 65801

This contract and agreement is made and entered into this ____ day of _____ A.D. 20__ by and between Kay Pointe Homeowners Association, whose address is P.O. Box 8833, Springfield, Missouri 65801 (hereinafter referred to as the "KPHOA", "Association", "Board" or "Board of Directors"), and the person, persons, or organization named below and/or in the KPHOA Common Grounds and Amenity Usage Transfer Form as Deeded Owner (hereinafter referred to as "Homeowner", "Landlord" or "Lessor").

For clarification purposes, the person or persons referred to herein as the Renter, Lessee, or Tenants is acknowledged as any person or persons under a contractual agreement with the Homeowner to reside at a Kay Pointe property owned by a Homeowner, Landlord, or Lessor.

With the acceptance of this contract agreement the KPHOA Board of Directors allows the Homeowner of the hereinafter referred property to transfer his rights to use the Kay Pointe common ground and amenities to the Tenant under current contract to lease or rent the property referred. Use of the amenities will be limited to either the Homeowner or the Tenant which holds a lease or rental agreement with the Homeowner, but not both.

The Homeowner, Landlord or Lessor herein agrees to accept all legal and financial responsibility for any damages incurred to the common grounds and amenities by his/her Lessee, Renter, or their guests. The KPHOA will notify the Homeowner of any damages identified with full expectation that the Homeowner will take full responsibility to clean, repair or replace properties or equipment as requested by the Board. This includes: all playground equipment, tennis court equipment, basketball court equipment, signage on common grounds, pool equipment and facilities, or any other properties of KPHOA located on the common grounds. The Homeowner shall be responsible for enforcing the guidelines and rules set forth herein, and shall promptly report to the KPHOA Board of Directors when they wish the Tenant's rights to the common grounds and amenities be removed for any reason and anytime the Homeowner sees fit. Once a Homeowner requests rights be removed from a said Tenant, the Board will not reinstate their rights until a new agreement is signed and accepted by the Board.

The KPHOA will notify the Homeowner of any violations incurred by the Tenants to whom the Homeowner has transferred usage of the common grounds and amenities to herein. In the event a violation fee is issued the Homeowner is responsible for payment of said covenant violation fee(s). Once a covenant violation is issued, the Tenant's rights to use the common grounds and amenities will be suspended for 30 days. At which time the Board will request that the Homeowner approve reinstatement of the Tenant's usage rights.

Furthermore the Homeowner agrees to notify the KPHOA Board of Directors within five (5) business days from the date the Tenant moves, is asked to leave, or departs from the said property in this contract agreement. In the event the Homeowner is given notification of a move, the Homeowner shall provide this information to the KPHOA in a timely manner in order for the pool access to be terminated on said date of move.

I, _____, the Deeded Owner of the Kay Pointe Community property located at _____ (property address), agree to the terms and conditions herein, and hereby take full financial and legal responsibility for the actions of said Lessee or Renter residing in the said property as stated in this contract agreement.

Homeowner

Date

GIVEN under my hand, and seal of office, this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____



Homeowners Association
P.O. Box 8833 Springfield, Missouri 65801

KPHOA Common Grounds and Amenity Usage Transfer Form

I understand and agree to all the following conditions in transferring all usage rights for the KPHOA common grounds and amenities to the Tenants residing at the following property. The following information is the contact information for the Tenant and family members living in the home to whom I authorize the KPHOA Board of Directors to grant access, and hereby waive my rights to such access to the amenities of the Kay Pointe Community.

Kay Pointe Property Address			
Primary Tenant Name		Secondary Tenant Name	
Home Phone		E-mail Address	
Other Tenant / Child	Age	Other Tenant / Child	Age
Other Tenant / Child	Age	Other Tenant / Child	Age
Other Tenant / Child	Age	Other Tenant / Child	Age

I am a homeowner in good standing with the Kay Pointe Homeowners Association. All annual and special assessments are current with no outstanding liens or covenant violations.

The above Tenant and family hereby have my approval to obtain all access and usage rights to the Kay Pointe Community common grounds and all amenities associated with the Kay Pointe common grounds.

I agree to accept any and all responsibility for any costs to correct and/or repair any damage done to the playground equipment, tennis court equipment, basketball court equipment, signage on common grounds, pool equipment and facilities, or any other properties of KPHOA located on the Kay Pointe common grounds.

I agree to INDEMNIFY and HOLD HARMLESS the Association, its officers and directors, agents, and contract employees from and against any and all claims, liabilities, losses, damages, actions, cost, expenses and demands for any party made against the Association, its officers and directors, agents and contract employees arising out of or in connection with any use of the common grounds and amenities by my Tenant, Renter or Lessee.

I understand that the Association reserves the right to monitor the use of the common ground with surveillance cameras and reserves the right to terminate my Tenant's use thereof should the Tenant, its family, or its guests violate any by-laws, covenants, or rules established by Kay Pointe Homeowners Association; or should the conduct of my Tenant, family or guests using the facility endanger the health, safety or well-being of any person or constitute a threat to any property.

I agree and understand it is my sole responsibility to bring awareness of the KPHOA by-laws, covenants, rules and regulations to my Tenant, Renter, or Lessee, and take responsibility to make them aware and communicate with them that they are required to sign and abide by the KPHOA Pool Rule Agreement in order to establish access to the pool.

I understand and agree to all of the above conditions.

Homeowner or Organization Name (please print)

Homeowner Address

Homeowner Signature

Date