



Talamore Community Clubhouse Rental Agreement

All Assessments Must Be Current in Order to Rent the Clubhouse

Today's Date	
Resident Name	
Address	
Email Address	
Phone	
Event Date	
Time (Includes Set Up/Breakdown)	Start: _____ End: _____
Type of Event	
Total of Attendees	
Will Alcohol be Present? Member accepts full responsibility whether they provide the alcohol or not	Yes _____ No _____ If yes, a certificate of insurance naming Talamore Community Association, Talamore Board of Directors, First Service Residential and Cal Atlantic/Lennar as additional insured.

Rules and Regulations

- Clubhouse reservations are to be made by **Talamore members only**.
Hours of rental are from: Monday-Thursday 9:00 A.M.- 9:00 P.M.
Friday, Saturday and Sunday 10:00 A.M. - 11:00 P.M.
- Talamore Members reserving the clubhouse **must be present** for the entire event.
- No resident may rent the facility to a third party for any event, i.e. companies, homeowner's associations, schools, church group or friends/families that are not current members of Talamore.
- No cooking equipment of any kind, i.e. popcorn, snow cone makers, hot dog stand or cotton candy machines are permitted on the premises **unless these items are supplied by a vendor and the vendor provides COI**.
- Party decorations, announcements, boards, etc. are **not to be taped, stapled or nailed on walls, pictures, door frames or furniture**. (Blue painters tape is allowed) No Candles, Glitter or Confetti of any kind is permitted. Helium balloons remaining in the clubhouse (up along the ceiling or against air vents) are the responsibility of the resident to be removed. **A \$75.00 charge will be assessed for the removal of helium balloons and scotch tape on any wall.**
- Absolutely **no food or beverage is permitted downstairs in the game room**.
- Rental Fees are as seen below**. Please keep in mind that all checks along with a signed contract are required to hold the date of your event.
 - ✓ **Rental Fee:** \$20.00/hour up to 6 hours. After 6 hours, rental fee is \$25.00/hours. *(Check made out to Talamore Community)*
 - ✓ **Refundable Security Deposit:** \$250.00 *(Check Made out to Talamore Community)*
 - ✓ **Mandatory Cleaning Fee:** \$75.00 for Party Room or \$100.00 for both the Party Room & Great Room. *(Check Made out to Twice as Nice Cleaning).*
- Lessee is responsible for children running up and down the stairs or elevator. Talamore Community Association, Talamore Board of Directors, First Service Residential and Cal Atlantic/Lennar Homes **assumes NO responsibility for any injuries**, etc. Lessee will be responsible for all damages.
- Sunroom is NOT included** in rental agreement.
- Accumulation of garbage bags, **in excess of three (3) bags, must be disposed in the dumpster**.
- Talamore Community Association is a **smoke-free facility** and is under camera surveillance. There is a designated smoking area outdoor.

Member Signature: _____ **Date:** _____

**By signing this agreement, the member agrees that he/she has read and completed the above Clubhouse Room form and the attached contract, and to the best of their knowledge and belief, information provided is true, correct and complete and agree to abide to the contract. It is understood that if the above Rules and Regulations are not followed, charges stated in the contract will apply.*

TALAMORE COMMUNITY ASSOCIATION CLUBHOUSE RENTAL AGREEMENT

ALL ASSESSMENTS MUST BE CURRENT IN ORDER TO RENT THE CLUBHOUSE

THIS CLUBHOUSE LEASE AGREEMENT MADE THIS _____ MONTH/DAY, 2019, BY AND BETWEEN THEMEMBER(S) _____ RESIDING AT: _____ (hereinafter "LESSEE") and TALAMORE COMMUNITY ASSOCIATION HOMEOWNERS ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, WITH OFFICE AND PRINCIPAL PLACE OF BUSINESS AT 12121 Talamore Boulevard, Huntley, IL 60142.

THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. LESSOR RENTS TO LESSEE THE CLUBHOUSE FOR A PRIVATE PARTY ON THE _____ DAY OF _____, 20____ BETWEEN THE HOURS OF _____ AND _____ (THIS TIME SLOT INCLUDES PREP TIME AND CLEAN UP TIME OF EVENT. NO EXTRA TIME WILL BE ALLOTTED FOR PREP OR CLEAN UP). THE PURPOSE AND/OR TYPE OF PARTY TO BE GIVEN BY LESSEE IS _____. LESSOR WILL MEET LESSEE AT THE CLUBHOUSE AT THE START TIME OF THE EVENT.
2. LESSEE SHALL DEPOSIT WITH LESSOR \$250.00 AS A SECURITY DEPOSIT (BY CHECK); SAID DEPOSIT SHALL BE PAID TO LESSOR AT TIME OF RESERVATION REQUEST IF THE DEPOSIT IS NOT MADE WITHIN TWO (2) BUSINESS DAYS BEFORE SAID DATE, THEN THIS AGREEMENT SHALL BECOME NULL AND VOID AND LESSOR SHALL HAVE THE RIGHT TO LEASE THE CLUBHOUSE TO ANOTHER PERSON OR ENTITY FOR THAT TIME PERIOD. THE DEPOSIT WILL BE RETURNED ONLY IF a) LESSEE COMPLIES WITH THE TERMS OF THIS AGREEMENT, b) THE ROOMS ARE LEFT IN A CLEAN CONDITION AND c) NO DAMAGE OCCURS WITH RESPECT TO THE CLUBHOUSE OR PERSONAL PROPERTY OF THE LESSOR. LESSOR SHALL RETURN THE DEPOSIT WITHIN THIRTY DAYS OF THE DATE OF THE PARTY. (PLEASE PROVIDE THE DEPOSIT IN THE FORM OF A CHECK)
3. LESSEE SHALL PAY A RENTAL FEE IN THE AMOUNT OF: _____ THE CURRENT FEE SCHEDULE IS:

\$20.00/HOUR/TWO (2) HOUR MINIMUM-UP TO SIX (6) HOURS.

AFTER SIX (6) HOURS THE COST WILL BE \$25.00/HOUR

RENT HOURS AS FOLLOWS: MONDAY – THURSDAY 9:00 AM UNTIL 9:00 PM

FRIDAY, SATURDAY AND SUNDAY 10:00 AM –11:00 PM

LESSEE MUST HIRE CLEANING COMPANY FOR \$75.00 PARTY ROOM/\$100 PARTY ROOM AND GREAT ROOM, TOP FLOOR ONLY. CLEANING FEES ARE MADE PAYABLE TO : TWICE AS NICE CLEANING SERVICE

50% OF THE RENTAL FEE PAID BY THE LESSEE WILL BE RETURNED IF THE LESSEE PROVIDES WRITTEN NOTICE OF CANCELLATION NO LESS THAN TO 2 WEEKS PRIOR TO EVENT DATE. IF WRITTEN NOTICE OF CANCELLATION IS NOT PROVIDED WITHIN 2 WEEKS OF EVENT DATE, NO PORTION OF THE RENTAL FEE WILL BE REFUNDED.

4. **IF ALCOHOL IS PRESENT AT THE EVENT**, LESSEE SHALL PROVIDE TO THE LESSOR A CURRENT CERTIFICATE OF INSURANCE FROM HIS/HER HOMEOWNERS INSURANCE POLICY (**FOR SPECIAL EVENT/ALCOHOL**) COVERING TALAMORE COMMUNITY ASSOCIATION HOA, TALAMORE COMMUNITY ASSOCIATION BOARD OF DIRECTORS, FIRST SERVICE MANAGEMENT AND CALATLANTIC HOMES AGAINST ANY LOSS OR DAMAGE SUSTAINED BY THE LESSEE, HIS AGENTS, INVITEE, OR OTHER PERSONS ON THE PREMISES. SAID LESSEE MUST PRESENT A COPY WITH THIS AGREEMENT. **NOTE: ABSOLUTELY NO ALCOHOL PERMITTED IN THE EXERCISE ROOM/GAME ROOM OR ON THE POOL DECK AND THE CONCRETE DECK SURROUNDING THE POOL.** ANY LACK OF CONFORMITY TO THIS RULE SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND SHALL NULLIFY THIS RENTAL AGREEMENT ALLOWING MANAGEMENT OR A REPRESENTATIVE OF THE CLUB TO ORDER ALL PERSONS TO LEAVE THE CLUBHOUSE/POOL AREA AND IF ANYONE REFUSES TO LEAVE, SUCH REFUSAL SHALL CONSTITUTE A TRESPASS WHICH CAN BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES. **CERTIFICATE MUST NAME, TALAMORE COMMUNITY ASSOCIATION HOA, TALAMORE COMMUNITY ASSOCIATION BOARD OF DIRECTORS, FIRST SERVICE RESIDENTIAL AND CALATLANTIC HOMES AS ADDITIONAL INSURED.**
5. THE EXPECTED NUMBER OF GUESTS FOR THIS PARTY IS . **LESSEE UNDERSTANDS THAT THE MAXIMUM NUMBER OF PERSONS PERMITTED TO USE THE PARTY ROOM IS 64, GREAT ROOM IS 50.** THE MAXIMUM NUMBER OF PARTY ROOM GUESTS IS BASED ON THE FIRE DEPARTMENT'S RECOMMENDATION AS TO SAFETY STANDARDS WITHIN THE CLUB ROOMS. VIOLATIONS OF THIS MAXIMUM NUMBER OR THE FAILURE OF THE HOSTS TO CONTAIN GUESTS WITHIN THE ALLOTTED RENTAL AREA SHALL NULLIFY THIS RENTAL AGREEMENT ALLOWING MANAGEMENT OR A REPRESENTATIVE OF THE CLUB TO ORDER ALL PERSONS TO LEAVE THE CLUBHOUSE AND IF ANYONE REFUSES TO LEAVE, SUCH REFUSAL SHALL CONSTITUTE A TRESPASS WHICH CAN BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES.
6. LESSEE SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE PREMISES AND PERSONAL PROPERTY RELATED THERETO DURING THE RENTAL PERIOD. LESSOR MAY REPAIR ANY DAMAGES AND LESSEE WILL PAY THE COST OF SUCH. IF LESSOR ELECTS NOT TO REPAIR THE DAMAGES, LESSEE SHALL PAY TO LESSOR THE REASONABLE COST THEREOF. LESSOR SHALL HAVE THE RIGHT TO APPLY THE SECURITY DEPOSIT TO ANY SUCH COSTS.
7. LESSEE SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURIES SUSTAINED BY LESSEE, HIS AGENTS, INVITEE OR OTHER PERSONS ON THE PREMISES AND LESSEE SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY LESSOR FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES AND PAYMENTS IN ANY MANNER RESULTING FROM, ARISING OUT OF, CONNECTED WITH, OR IN RESPECT OF LESSEE'S PARTY.
8. LESSOR SHALL NOT BE RESPONSIBLE FOR ANY LOST, DAMAGED OR STOLEN PERSONAL ARTICLES.

FOOD AND BEVERAGES WILL BE RESTRICTED TO THE LEASED PARTY ROOMS ONLY!

ABSOLUTELY NO FOOD OR DRINKS PERMITTED IN THE EXERCISE ROOM, GAME ROOM, THE POOL DECK AND THE CONCRETE DECK SURROUNDING THE POOL. LESSEE SHALL BE RESPONSIBLE FOR ANY AND ALL REASONABLE CLEANING FEES RESULTING FROM FOOD AND BEVERAGE USED IN THE EXERCISE ROOM, GAME ROOM ON THE POOL DECK. LESSOR WILL HIRE A CLEANING SERVICE AND LESSEE WILL PAY THE COST OF SUCH. LESSOR SHALL HAVE THE RIGHT TO APPLY THE SECURITY DEPOSIT TO ANY SUCH COSTS. **NO COOKING EQUIPMENT OF ANY KIND IS PERMITTED. WE HAVE A MICROWAVE AVAILABLE IF NEEDED.**

9. LESSEE HEREBY ACKNOWLEDGES THAT LESSEE HAS RECEIVED THE RULES OF THE LESSOR'S CLUBHOUSE AND HEREBY AGREES TO ABIDE BY AND CONFORM TO THESE RULES. ANY LACK OF CONFORMITY TO THESE RULES SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND SHALL NULLIFY THIS RENTAL AGREEMENT ALLOWING MANAGEMENT OR A REPRESENTATIVE OF THE CLUB TO ORDER ALL PERSONS TO LEAVE THE CLUBHOUSE/POOL AREA AND IF ANYONE REFUSES TO LEAVE, SUCH REFUSAL SHALL CONSTITUTE A TRESPASS WHICH CAN BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES.
10. IF ANY PROVISION OF THIS AGREEMENT IS BREACHED BY LESSEE, LESSEE AGREES TO FORFEIT ALL RIGHTS TO USE OF LESSOR'S COMMON PROPERTY UNTIL SUCH BREACH IS CORRECTED. LOSS OF SUCH RIGHTS HEREUNDER SHALL BE BINDING UPON SUCCESSORS IN TITLE TO LESSEE.
11. LESSEE SHALL PAY ALL OF LESSOR'S COST, EXPENSES AND ATTORNEY'S FEES RELATED TO THE ENFORCEMENT OF ANY OR ALL OF THE TERMS OF THIS AGREEMENT.
12. LESSEE AND EACH OF THEM JOINTLY, SEVERALLY AND INDIVIDUALLY IRREVOCABLY AUTHORIZE ANY ATTORNEY OF ANY COURT OF RECORD IN ANY STATE OF THE UNITED STATES, FROM TIME TO TIME TO APPEAR FOR LESSEE (AND EACH OF THEM) IN SUCH COURT, TO WAIVE PROCESS, SERVICE AND TRIAL BY JURY, TO CONFESS JUDGEMENT IN FAVOR OF THE LESSOR'S HEIR, SUCCESSORS AND ASSIGNS AND AGAINST LESSEE (AND EACH OF THEM) FOR ANY MONIES OWING, OF WHATEVER NATURE AND INTEREST DUE HEREUNDER FROM LESSEE TO LESSOR AND FOR LESSOR'S COSTS AND REASONABLE ATTORNEY'S FEES, TO WAIVE AND RELEASE ALL ERRORS IN SUCH PROCEEDINGS AND ALL RIGHT OF APPEAL AND TO CONSENT TO AN IMMEDIATE EXECUTION UPON JUDGEMENT.
13. THIS LEASE SHALL BE BINDING UPON THE HEIRS, EXECUTORS AND ASSIGNS OF THE PARTIES, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.
14. **LESSEE MUST BE A MEMBER OF TALAMORE COMMUNITY ASSOCIATION HOMEOWNERS ASSOCIATIONS AND LESSEE MAY NOT RENT THE FACILITY TO OR ON BEHALF OF AN OUTSIDE THIRD PARTY, i.e. COMPANIES, HOMEOWNER'S ASSOCIATIONS, SCHOOLS, CHURCH GROUPS OR FRIENDS/FAMILY THAT ARE NOT A MEMBER OF THE CLUB FOR PARTIES/MEETINGS ETC.**
15. **LESSEE/MEMBER MUST BE PRESENT (IN CLUBHOUSE) AT ALL TIMES DURING THE EVENT. NO ENTRY WILL BE ALLOWED WITHOUT THE LESSEE/MEMBER PRESENT.**
16. WAIVER AND RELEASE. IN CONSIDERATION OF LESSOR PERMITTING LESSEE TO USE THE LESSOR'S CLUBHOUSE, COMMON FACILITIES FOR THE PURPOSES DESCRIBED HEREIN, LESSEE HEREBY AGREES THAT LESSOR SHALL HAVE NO OBLIGATIONS TO THE LESSEE OR ANY PARTIES PARTICIPATING IN OR IN ATTENDANCE DURING LESSEE'S USE OF THE CLUBHOUSE AND COMMON FACILITIES AND (POOL IF APPLICABLE) ADDITIONALLY, LESSEE HEREBY FULLY WAIVES AND RELEASES LESSOR, AND ITS OFFICERS, AGENTS AND DIRECTORS, FROM ANY AND ALL CLAIMS, DAMAGES, OR CAUSES OF ACTION, KNOWN OR UNKNOWN, WHETHER UNDER FEDERAL, STATE OR LOCAL LAW ARISING OUT OF DAMAGE CAUSED AS A RESULT OF LESSEE'S USE OF LESSOR'S FACILITIES, INCLUDING, BUT NOT LIMITED TO, LESSOR'S CLUBHOUSE AND POOL, OR TAKING PLACE DURING LESSEE'S PRESENCE ON THE PROPERTY. THE RELEASES, WAIVERS AND PROMISES SET FORTH HEREIN SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF SUCH PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, LEGAL REPRESENTATIVES, SUBCONTRACTORS, AGENTS, HEIRS, SUCCESSORS, AND ASSIGNS.

17. LESSOR AND LESSEE AGREE AND REPRESENT THAT THEY INTEND AND BELIEVE THAT THIS AGREEMENT IS LAWFUL AND ENFORCEABLE IN ITS ENTIRETY, AND NEITHER LESSOR NOR LESSEE WILL CHALLENGE THE VALIDITY, LEGALITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY OF ITS PROVISIONS IN WHOLE OR IN PART. THE PARTIES AGREE THAT, TO THE EXTENT ANY PORTION OR COVENANT OF THIS AGREEMENT MAY BE HELD TO BE INVALID OR LEGALLY UNENFORCEABLE BY AN AGENCY OR COURT OF COMPETENT JURISDICTION, THE REMAINING PORTIONS OF THIS AGREEMENT SHALL NOT BE AFFECTED AND SHALL BE GIVEN FULL FORCE AND EFFECT. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. ALL LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT SHALL BE LITIGATED IN A COURT OR COURTS, WHETHER FEDERAL OR STATE, HAVING APPLICABLE JURISDICTION, SITTING WITHIN THE BOUNDARIES OF MCHENRY COUNTY, ILLINOIS. THE PROVISIONS OF THIS AGREEMENT MAY BE AMENDED, WAIVED OR DISCHARGED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT OF SUCH AMENDMENT, WAIVER OR DISCHARGE IS SOUGHT. A WAIVER AT ANY TIME OF COMPLIANCE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL NOT BE CONSIDERED A MODIFICATION, CANCELLATION OR WAIVER OF SUCH TERMS AND CONDITIONS, OR OF ANY PRECEDING OR SUCCEEDING BREACH THEREOF, UNLESS EXPRESSLY SO STATED. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT AMONG THE PARTIES. IT SUPERSEDES ALL PRIOR WRITTEN AND ORAL STATEMENTS, INCLUDING ANY PRIOR REPRESENTATION, STATEMENT, CONDITION, OR WARRANTY.

WHEREFORE, THE PARTIES HERETO AGREE TO THE ABOVE TERMS BY AFFIXING THEIR SIGNATURE HERETO THIS _____ DAY OF _____, 2019.

LESSEE:

ACCEPTED FOR LESSOR:

CLUBHOUSE RENTAL CONTRACT RULES

- Furniture **must be returned** to the original placement.
- No scotch tape or hangers can be used to hang decorations, etc. However, **painters' tape is permitted**. An additional, **\$75.00 will be charged** for the removal of scotch tape on any wall.
- **Garbage bags in excess of three (3) bags, must** be taken to the dumpster at the end of the event.
- Children cannot run in the halls and stairs and must be under the supervision of an adult if not in the party rooms to avoid injuries.
- **Resident guest must be 15 years old to use the game room** during the event without supervision. Anyone under the age of 15 must be accompanied by an adult.
- **NO candles, glitter or confetti** of any kind can be used.
- **NO BALLOONS may be left in the ceiling and/or against any air vents**. Doing so will result in a non-negotiable \$75.00 fee.
- **Excess food/stains on the carpets will result** in a carpet cleaning fee. (Fee is based on vendor invoice.
- Please check all entrances for **cigarette butts, bottle caps, etc. to avoid a \$25.00 cleaning fee**. Please make sure all guests are aware that cigarette butts cannot be throw in any landscape bed.
- Sunroom is **NOT included**
- **Insurance waiver is required** if alcohol is going to be present.