

 **Talamore Community Clubhouse Rental Agreement**
Effective 12/1/2022

NEW FURNITURE/PAINT/FLOORING/WALL ART ADDENDUM

THIS ADDENDUM TO THE CLUBHOUSE LEASE AGREEMENT MADE THIS _____ MONTH/DAY/YEAR

BY AND BETWEEN:

MEMBER(S) _____ RESIDING AT: _____

(hereinafter "MEMBER ") 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.

IN ENTERING INTO THE CLUBHOUSE LEASE AGREEMENT, THE MEMBER HEREBY SPECIFICALLY ACKNOWLEDGES THAT THE EVENT TO BE HELD ON _____ AT THE CLUBHOUSE HAS BEEN REMODELED AND NEW FURNITURE, FIXTURES AND LIGHTING HAS BEEN INSTALLED. ACCORDINGLY, IN ADDITION TO THE OTHER TERMS AND PROVISIONS THE MEMBER AGREES AS FOLLOWS:

Furniture:

- Party Room/Kitchen Area Furniture - **cannot be dragged across the floor**, tables and chairs must be lifted off the floor to move. **ALL FURNITURE MUST BE RETURNED TO ORIGINAL PLACEMENT** TO AVOID A \$175.00 charge.
- **Great Room (TV Room) Sun Room Furniture/Foyer - NO Furniture can be moved out of place.** (Violation of this provision will subject the Member and the Member's account to be assessed a \$175.00 charge if any furniture is moved in Great Room/Sun Room/Foyer areas)

Decorations:

- **Party Room - ONLY Painter's Tape is permissible.** Member shall not use any Scotch Tape or any other tape or adhesive, other than painter's tape, while decorating the Party Room on walls, pictures, cabinets, counters, tables, chairs, door/window frames or fixtures. **All Decorations and painter's tape must be removed by the lessee.**
- **Great Room/Sun Room/Foyer - NO TAPE OR OTHER ADHESIVES ARE ALLOWED, on the wood furnishings, wicker furniture, wicker tables, upholstered chairs, pictures, door frames, window frames, walls, etc.** Decorations may be placed in these areas on mantel, fireplace hearth, tables, credenzas, but cannot be attached by tape or any other type of adhesive. (Violation of this provision will subject the Member and the Member's account to a \$275.00 charge if there is any tape or adhesives in the Great Room/Sunroom) All Decorations must be removed by lessee.

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

Lessee is responsible for all damages of the clubhouse area and may be charged additional fees for damages.

MEMBER:

ACCEPTED FOR ASSOCIATION (Agent):

DATE

DATE

8. **Rental Fees:**

All checks along with a signed contract are required to hold the date of your event. Contract and checks must be submitted to the office within 48 hours from the email/call for the reservation date. (THERE IS A 2 HOUR MINIMUM FOR RENTALS OF ANY ROOMS) (\$300.00 REFUNDABLE DEPOSIT)

- Party Room-(which is the kitchen area room only) - \$30.00/ hour up to 6 hours. After 6 hours, rental fee is \$35.00/hours
- (There will be an additional hourly charge of \$25.00 up to 6 hours and \$30.00 over 6 hours for the Great Room and Sun Room when renting the Party Room.
- (NO SERVING OF FOOD IN GREAT ROOM OR SUNROOM AS ALL FURNISHINGS ARE NOT HEAT RESISTANT)
- Great Room Rental Only - \$30.00/hour up to 6 hours. After 6 hours, rental fee is \$35.00/hours
(GREAT ROOM RENTAL ONLY DOES NOT INCLUDE THE KITCHEN AREA)

MANDATORY CLEANING FEE:

\$110.00 for Party Room- ONLY

\$110.00 Great Room-ONLY

\$150.00 for BOTH the Party Room & Great/Sun Room.

(Check Made out to Twice as Nice Cleaning).

9. Lessee is responsible for children running up and down the stairs or elevator use. 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.
10. Sunroom is included with Great Room Rental- ONLY.
11. Accumulation of garbage bags, in excess of Two (2) bags, must be disposed in the dumpster by the lessee.
12. Talamore Community Association is a smoke-free facility and is under camera surveillance. Vaping of any products is prohibited. Vaping or smoking marijuana is prohibited. In addition, the consumption of marijuana and THC based products, in any form, including edible form, is prohibited anywhere in the Clubhouse or any portion of the Talamore Community Facilities. There is a designated smoking area outdoor for smoking or vaping of tobacco.

TALAMORE COMMUNITY ASSOCIATION DOES NOT GUARANTEE A GERM-FREE ENVIRONMENT.

TALAMORE COMMUNITY ASSOCIATION CLUBHOUSE IS NOT CHILD PROOF.

THE LESSEE IS RESPONSIBLE FOR ALL OF THEIR GUEST AND TO INFORM ALL GUEST THAT

TALAMORE COMMUNITY ASSOCIATION DOES NOT GUARANTEE A GERM-FREE ENVIRONMENT.

LESSEE ACCEPTS FULL RESPONSIBILITY FOR THE WELL BEING OF ALL ATTENDEES

USAGE IS AT YOUR OWN RISK.

13. **Use of Pool for Clubhouse Party Rentals:**

While the pool cannot be exclusively rented to any party, outlined below is the procedure for clubhouse rented events where swim privileges may be requested:

If a resident is renting the clubhouse for a party and would like to utilize the pool, all non-residents must be registered a week before the scheduled event. There will a \$2.00 charge for all non-residents. If there are more than 10 (non-resident guest) that will be using the pool or pool area, an additional life guard must be hired to accommodate the State requirements regarding guard/swimmer load. The homeowner is responsible for contacting Pool Guards, Inc. at (630) 692-1500 to schedule and hire the additional life guard.

Confirmation of the guard hire must be verified in writing to the management office a week before the event by Pool Guards, Inc.

Send Confirmation to: Talamore.East@fsresidential.com

All arrangements must be made by the resident and Pool Guards, Inc.

Will your party guests be utilizing the pool?

YES NO

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, 2023, 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 _____, 2023 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 \$300.00 AS A SECURITY DEPOSIT (BY CHECK); SAID DEPOSIT SHALL BE PAID TO LESSOR AT TIME OF RESERVATION REQUEST. 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, GARBAGE BAGS IN EXCESS OF THREE ARE DISPOSED IN DUMPSTER 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:

PARTY ROOM RENTAL - \$30.00 PER HOUR TWO (2) HOUR MINIMUM-UP TO SIX (6) HOURS. AFTER SIX (6) HOURS THE COST WILL BE \$35.00 PER HOUR

GREAT ROOM/SUN ROOM WHEN RENTED WITH PARTY ROOM - ADDITIONAL \$25.00 PER HOUR UP TO SIX (6) HOURS; AFTER SIX (6) HOURS \$30.00 PER HOUR

RENTAL 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 TWICE AS NICE CLEANING COMPANY
- ✓ \$110.00 FOR PARTY ROOM ONLY
- ✓ \$110.00 FOR GREAT ROOM ONLY OR
- ✓ \$150.00 FOR BOTH THE PARTY ROOM AND GREAT/SUN ROOM
- ✓ ATTENDEES ARE RESTRICTED TO THE 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 LENNAR/CALATLANTIC HOMES AS ADDITIONAL INSURED.**
5. THE EXPECTED NUMBER OF GUESTS FOR THIS PARTY IS [REDACTED]. **LESSEE UNDERSTANDS THAT THE MAXIMUM NUMBER OF PERSONS PERMITTED TO USE THE PARTY ROOM IS 55, GREAT ROOM IS 24.** 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, GUEST INVITEE OR OTHER PERSONS ON THE PREMISES AND LESSEE SHALL SAVE, DEFEND, HOLD HARMLESS AND INDEMNIFY LESSOR FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, CAUSES OF ACTION, INCLUDING ATTORNEY'S FEES AND COSTS, AND PAYMENTS IN ANY MANNER RESULTING FROM, ARISING OUT OF, CONNECTED WITH, OR IN RESPECT OF LESSEE'S PARTY, OR THE USE OF THE LESSOR'S PROPERTY BY THE LESSEE OR ANY PERSONS PERMITTED BY LESSEE TO ACCESS THE LESSOR'S PROPERTY.
8. IN ADDITION TO, AN NOT LIMITED TO, THE AFORESAID INDEMNIFICATION, WHICH SHALL BE READ AND INTERPRETTED AS BROADLY AS POSSIBLE, LESSEE SHALL SAVE, DEFEND, HOLD HARMLESS AND INDEMNIFY LESSOR FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, CAUSES OF ACTION, INCLUDING ATTORNEY'S FEES AND COSTS, AND PAYMENTS IN ANY MANNER RESULTING FROM, ARISING OUT OF, CONNECTED WITH, OR IN RESPECT COMSUMPTION OF MARIJUANA ON THE LESSOR'S PROEPRTY
9. LESSOR SHALL NOT BE RESPONSIBLE FOR ANY LOST, DAMAGED OR STOLEN PERSONAL ARTICLES.
10. **FOOD AND BEVERAGES WILL BE RESTRICTED TO THE LEASED PARTY ROOMS ONLY!**
11. **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 OR THE POOL DECK.

PLEASE NOTE: THE RENTAL OF THE CLUBHOUSE DOES NOT INCLUDE THE GAME ROOM OR EXERCISE ROOM.

12. **FOOD/DRINKS FOUND IN THE RESTRICTED AREAS LISTED ABOVE WILL RESULT IN THE LESSOR HIRING 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.**

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. **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.
19. LESSEE/MEMBER MUST BE PRESENT (IN CLUBHOUSE) AT ALL TIMES DURING THE EVENT. NO ENTRY WILL BE ALLOWED WITHOUT THE LESSEE/MEMBER PRESENT.
20. **FORCE MAJEURE EVENTS.** Lessor shall not be liable or responsible to Lessee, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any term of this Lease, when and to the extent such failure or delay is caused by or results from acts beyond Lessor's control, including, without limitation, the following force majeure events (the "Force Majeure Events"): (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Lease; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages, delays in performance of work or slowdowns, or other industrial disturbances; (ix) shortage of adequate power or transportation facilities; (x) pandemics, epidemics, or other public health emergencies; and (xi) other occurrences which are beyond Lessor's control. Lessor, at Lessor's sole discretion, may terminate this Lease if Force Majeure Events cause the Clubhouse or parts of the Community Area to be uninhabitable by giving written notice to Lessee, returning any advance payments of Rent, and returning any Security Deposit, minus any lawful deductions to Lessee. Lessor is not responsible for any cost incurred by Lessee because of the termination of this Lease due to Force Majeure Events.

21. **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.**
22. **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.**
23. **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.**

CHECK IN AND CHECK OUT IS CONDUCTED PER THE PARTY HOST ATTENDANT
ITEMS MISSED BY ATTENDANT DOES NOT CONSTITUTE A LACK OF RESPONSIBILITY FOR
DAMAGE – CLEANING CREW WILL ALSO ASSESS ANY DAMAGES, WITH PICTURES, WHEN
CLEANING THE CLUBHOUSE AFTER THE EVENT.

THE HOMEOWNER LISTED ON THE APPLICATION MUST BE PRESENT FOR CHECK IN/CHECK OUT.
THE OWNER LISTED ON THE APPLICATION MUST BE PRESENT AT THE START TIME INDICATED ON THEIR APPLICATION. WE CANNOT ACCOMMODATE AN EARLY ARRIVAL. SET UP AND BREAK DOWN ARE TO BE INCLUDED IN THE TIMES ON THE APPLICATION. HOMEOWNERS MUST CHECK OUT WITH THE ATTENDANT.

WHEREFORE, THE PARTIES HERETO AGREE TO THE ABOVE TERMS BY AFFIXING THEIR SIGNATURE HERETO THIS [REDACTED] DAY OF MONTH [REDACTED], 2023.

LESSEE (Homeowner):

ACCEPTED FOR LESSOR (Agent):

[REDACTED]

[REDACTED]

CLUBHOUSE RENTAL CONTRACT RULES

- No scotch tape, hangers or any other type of adhesive can be used to hang decorations, etc. However, painters' tape is permitted in the Party Room ONLY.
- No tape or any other adhesive can be used in the GREAT ROOM/SUN ROOM/ FOYER Areas. An additional, \$275.00 will be charged for the removal of tape or any other adhesive on any walls/trim, built-ins, pictures, furnishings fireplace mantal/hearth, ETC. If there is damage to these areas, the lessee will be charged the repair fee ALSO.
- **Garbage bags in excess of three (2) bags, must be taken to the dumpster at the end of the event by lessees.**
- Children cannot run in the halls/stairs, or use the elevator and must be under the supervision of an adult if not in the reserved rooms to avoid injuries.
- 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 floors/carpet or any scratches to the tile floor will result in a carpet cleaning fee and repair of tile. (Fee is based on vendor invoice.)
- Please check all entrances for cigarette butts, bottle caps, etc. to avoid a \$75.00 cleaning fee. Please make sure all guests are aware that cigarette butts cannot be throw in any landscape bed.
- Sunroom is included with Great Room Rental- ONLY.
- Certificate of Insurance waiver is required if alcohol is going to be present.

TALAMORE COMMUNITY ASSOCIATION DOES NOT GUARANTEE A GERM-FREE USE OF THE FACILITY IS AT YOUR OWN RISK. LESSEE ACCEPTS FULL RESPONSIBILITY FOR ALL ATTENDEES, INCLUDING INJURIES.

FURNITURE RULES AND REGULATIONS:

Party Room Furniture **must be returned** to the original placement. FAILURE TO DO SO, WILL RESULT IN A \$275.00 FEE.

PARTY ROOM/KITCHEN AREA – FURNITURE MAY BE MOVED, BUT IT CANNOT BE DRAGGED ACROSS THE FLOOR

GREAT ROOM/SUN ROOM/FOYER - NO FURNITURE CAN BE MOVED

THERE WILL BE A \$175.00 CHARGE IF FURNITURE IS MOVED IN THESE ROOMS. IF TAPE OR ANY OTHER ADHESIVE, IS FOUND IN ANY PORTION OF THESE AREAS OR THERE IS DAMAGE BY THE USE OF ADHESIVES IN THESE AREAS, THERE WILL BE A \$275.00 CHARGE. IN ADDITION, THE LESSEE WILL BE RESPONSIBLE FOR ALL DAMAGE TO THE FURNITURE, FLOORING, WALLS, DOORS, DOOR FRAMES, PICTURES, ETC.

THE TALAMORE CLUBHOUSE IS NOT CHILD PROOF, PLEASE MONITOR YOUR CHILDREN ACCORDINGLY!

LESSEE SIGNATURE:

LESSEE PRINT NAME:

DATE:
