



# Talamore Community Clubhouse Rental Agreement

**LESSEE MUST BE OWNER OF RECORD, ALL CHECKS MUST BE ISSUED FROM THE OWNER OF RECORD  
ALL ASSESSMENTS MUST BE CURRENT TO RENT THE CLUBHOUSE**

THIS ADDEDNUM 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)

**DAMAGE OR DESTRUCTION TO ANY WALLS/FLOORS/CARPET/FURNITURE/WALL HANGINGS, DECORATIVE ITEMS, OR ANY CLUBHOUSE CONTENTS WILL BE CHARGED AT FULL VAULE REPLACEMENT.**

### DECORATIONS:

- **PARTY ROOM/FOYER/GREAT ROOM/SUN ROOM – TABLE, COUNTER AND/OR FREE-STANDING DECORATIONS ONLY.** NO DECORATIONS ARE TO BE TAPED/ADHERED TO, IN ANY MANNER, on any furnishings, pictures, doors/windows or frames, walls, etc. Banners/Announcements may be attached to the reception area counter top only with painter's tape.

**THERE WILL BE A \$275.00 CHARGE FOR VIOLATION OF THIS PROVISION.**

- 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 ASOCIATION (Agent for HOA):

\_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
DATE: \_\_\_\_\_

<b>Today's Date:</b>	
<b>Homeowner of Record Name:</b>	
<b>Homeowner of Record Address:</b>	
<b>Talamore Owner Email Address:</b>	
<b>Talamore Owner Phone Number:</b>	
<b>Date of Event:</b>	
<b>Time (Includes Set Up/Breakdown):</b>	Start: _____ End: _____
<b>Type of Event for Reservation:</b>	
<b>Total Count of Attendees:</b>	
<b>Max Occupancy 75 Total</b>	
<b>Will Alcohol be Present?</b> 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 and First Service Residential, as additional insured.

### Rules and Regulations

1. 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.
2. Talamore Member(s) reserving the clubhouse must be present for the entire event.
3. No resident may rent or host an event to and/ or for a third party, i.e. companies, company annual events, homeowner's associations, schools, sports, recreation groups, Boy Scouts, Girl Scouts, Cub Scouts, Boys and Girls Club, church group or friends/families that are not current members of Talamore.
4. No cooking equipment of any kind, i.e. popcorn, snow cone makers, hot dog stand or cotton candy machines etc. are permitted on the premises unless these items are supplied by a vendor and the vendor provides a certificate of insurance.
5. Decorations, announcements, boards, etc. are not to be taped, stapled or nailed on walls, pictures, windows/doors or frames, furniture, fixtures, etc. Table, counter and free-standing decorations only. Banners and/or announcements can be attached to the receptionist counter top only with painters tape. There will be a \$275.00 fine for violation of this provision.
6. 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.
7. A \$75.00 charge will be assessed for the removal of ALL helium balloons, and a \$275.00 charge for scotch tape OR ANY OTHER TYPE OF ADHESIVE on any portion of the room(s).
8. NO OUTSIDE TABLES AND CHAIRS, are allowed.
9. NO PINATA'S, are allowed.

10. **OUTSIDE VENDORS**, i.e entertainment, performers, bands, DJ's would require a COI. **CERTIFICATE MUST NAME, TALAMORE COMMUNITY ASSOCIATION HOA, TALAMORE COMMUNITY ASSOCIATION BOARD OF DIRECTORS AND FIRST SERVICE RESIDENTIAL AS ADDITIONAL INSURED**

11. **NO FOOD OR BEVERAGES** permitted downstairs in the game room/exercise room. These rooms are not part of the rental agreement and are open to all homeowners.

12. **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, plus (\$300.00 REFUNDABLE DEPOSIT, if there is no damage or violation)

**IN THE EVENT OF NSF – THERE WILL BE A \$45.00 CHARGE PER RETURN AND ALL FEES MUST BE PAID BY CASHIER/CERTIFIED FUNDS.**

- Party Room- (kitchen area room only) - \$30.00/ hour up to 6 hours. After 6 hours, rental fee is \$35.00/hours
- Great Room - There will be an additional hourly charge of \$25.00 up to 6 hours and \$30.00 over 6 hours for the Great Room.
- Sun Room – Can only be rented when renting the Great Room (additional \$15.00/hour up to 6 hours and \$20.00/hour over 6 hours.
- 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 OR SUN ROOM AREA. NO SERVING OF FOOD IN GREAT ROOM OR SUNROOM AS ALL FURNISHINGS ARE NOT HEAT RESISTANT**

**MANDATORY CLEANING FEE:**

\$110.00 for Party Room- ONLY

\$110.00 Great Room-ONLY

\$150.00 for BOTH the Party and Great Room

\$160.00 for the Party Room, Great Room and Sun Room

Check Made out to: Twice as Nice Cleaning

13. 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, theft, etc. Lessee will be responsible for all damages.

14. Accumulation of garbage bags, in excess of Two (2) bags, must be disposed in the dumpster by the lessee.

15. 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 GUESTS AND TO INFORM ALL GUESTS 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.**

16. **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](mailto: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/YEAR, 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/MONTH/YEAR) 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 TWO 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 AN HOURLY RENTAL FEE IN THE AMOUNT OF:

PARTY ROOM W/ KITCHEN ONLY \_\_\_\_\_  
GREAT ROOM ONLY (DOES NOT INCLUDE KITCHEN AREA) \_\_\_\_\_  
PARTY ROOM AND GREAT ROOM \_\_\_\_\_  
PARTY ROOM, GREAT ROOM AND SUN ROOM) \_\_\_\_\_

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

**SUN ROOM – CAN ONLY BE RENTED WHEN RENTING THE GREAT ROOM - \$15.00/HR UP TO SIX HOURS: \$20.00/HOUR AFTER SIX HOURS.**

**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 ROOM
- ✓ \$160.00 FOR PARTY ROOM, GREAT ROOM AND 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 AND FIRST SERVICE RESIDENTIAL 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 54, 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.
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 AN OWNER OF RECORD OF TALAMORE COMMUNITY ASSOCIATION HOMEOWNERS' ASSOCIATIONS** No resident may rent or host an event to and/ or for a third party, i.e. companies, company annual events, homeowner's associations, schools, sports, recreation groups, Boy Scouts, Girl Scouts, Cub Scouts, Boys and Girls Club, church group or friends/families that are not current members of Talamore.
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, 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], YEAR [REDACTED].**

**LESSEE (Homeowner of Record):**

**ACCEPTED FOR LESSOR (Agent for HOA):**

[REDACTED] **DATE:** [REDACTED] [REDACTED] **DATE:** [REDACTED]



# CLUBHOUSE RENTAL CONTRACT RULES

- **TABLE/COUNTER AND FREE-STANDING DECORATIONS ONLY.** Painters tape only for adhering to the tables or counters. Banner/Announcement boards may be attached to the reception desk area counter top only with painter's tape.
- No tape or any other adhesive can be used in the PARTY ROOM/GREAT ROOM/SUN ROOM/ FOYER or any area of the clubhouse. There will be a \$275.00 charge for violation of this provision. If there is damage to these areas, the lessee will be charged the repair fee and/or full replacement charge.
- **Garbage bags in excess of Two (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, confetti of any kind can be used. No Pinatas can be hung anywhere in the clubhouse.
- 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 can only be rented 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. LEESEE ACCEPTS FULL RESPONSIBILITY FOR ALL ATTENDEES, INCLUDING INJURIES.**

## **FURNITURE RULES AND REGULATIONS:**

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

**KITCHEN AREA FURNITURE MAY BE MOVED, BUT IT CANNOT BE DRAGGED ACROSS THE FLOOR AND MUST BE PUT BACK TO ORIGINAL PLACEMENT**

## **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:

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LESSEE PRINT NAME:

\_\_\_\_\_

DATE:

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