

LAKWOOD CREEK HOMEOWNERS ASSOCIATION CLUBHOUSE RENTAL AGREEMENT

SECURITY DEPOSIT: Rental contract and a security deposit of Three Hundred Dollars (\$300) (“Deposit”) are required to confirm Clubhouse reservations and must be received within 14 days of booking your event with the clubhouse manager. The Deposit is refundable if the function is canceled provided that RENTER notifies the Lakewood Creek Association (“LWCA”) (in writing) no later than 12:00 noon, fourteen (14) days prior to the function. The Deposit shall be returned no later than fourteen (14) days after the date of the function.

AVAILABILITY: Rentals are available on a first come first served basis. (Excludes Holidays). The clubhouse cannot be rented seven (7) business days prior to any date. Homeowners will not be able to rent the Clubhouse if their assessment account is delinquent. Two rental times are available:

Weekdays Monday – Thursday 5:00pm-9:00pm

Weekends Friday-Sunday 12:00pm-9:00pm

GUARANTEES: The rental fee and cleaning fee, if applicable, are due fourteen (14) business days prior to the Function. **IF YOU DO NOT HAVE YOUR RENTAL FEES PAID FOURTEEN (14) DAYS PRIOR TO YOUR FUNCTION, YOUR EVENT WILL BE CANCELLED AND YOU WILL NOT BE NOTIFIED. RENTAL FEE WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT.**

LICENSE & INSURANCE: If you will be using a catering company for your function, the company must be fully insured. An executed copy of the Caterer and/or Entertainment Agreements shall be required no later than fourteen (14) days prior to the function; in addition the catering company shall provide a copy of its insurance certificate to the Association.

MAXIMUM NUMBER OF PEOPLE: A maximum of 75 people is allowed in the Clubhouse.

FUNCTION LIABILITY: Homeowner/Renter is responsible for the conduct of their guests. Cost for damage to the premises caused by any guests, invitees or other persons attending the Function will be charged to RENTER at actual repair or replacement cost plus a 15% administrative fee.

FUNCTION TIMING: Function must begin promptly and the premises vacated promptly at the times scheduled and agreed to in advance with the LWC Management. **If the Renter goes over the required time frame you will be charged \$50.00 per every 15 minutes that you are late or requested to leave by the discretion of closing attendant.** An attendant will unlock the doors; if the renter is not present at the scheduled time, the room rental will be cancelled and the rental fee will not be refunded. Admission to the premises will not be allowed prior to the Function’s starting time for decorating purposes, unless otherwise approved by the LWCA Management in advance. The Renter shall be responsible for set-up of tables, chairs or any furniture moved.

Any Homeowner/Renter defaulting in the proper care or closing regulations set forth for the facility will forfeit their security deposit and loose all privileges to the facility for 1 year from date of event. (This includes pool, tennis courts, etc.) No exceptions will be made.

***DECORATIONS:** The affixing of anything to the walls, floors, or ceiling using nails, staples, tape, tacks or other substances is prohibited. Confetti, bird seed, rice and bubble or fog machines and other such materials are not permitted on the premises.

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PREMISE SECURITY: The Lakewood Creek Association will not assume responsibility for damage or loss of any merchandise or articles left on the premises. Clubhouse is videotaped for everyone's protection.

POOL ACCESSIBILITY: Under no circumstances is the pool available to the guests attending a rental function nor is the Renter to leave the rental function to use the pool or for any other purpose at any time.

EMERGENCY: If the attendant does not show up 15 minutes after your scheduled time, please call the emergency number at 630-273-5547.

GENERAL GUIDELINES REGARDING ALCOHOL BEVERAGES: NO ALCOHOL PERMITTED. In no event shall alcoholic beverages be consumed at the Clubhouse or any part of the facility by anyone. ***Violation of these guidelines will result in the immediate cancellation of the Rental Agreement, immediate removal from the Clubhouse Premises of the Renter and his/her guest and forfeit of Security Deposit and any Fees paid pursuant to the Rental Agreement.***

SEVERABILITY: LWCA and RENTER agree and represent that they intend and believe that this Agreement is lawful and enforceable in its entirety, and neither LWCA nor RENTER 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.

GOVERNING LAW: 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 Kendall County, Illinois.

AMENDMENT: 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.

COMPLETE AGREEMENT: 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.

LEGAL FEES AND COSTS: In the event any legal dispute and/or litigation arises regarding or pertaining to this Agreement, RENTER hereby agrees to pay LWCA'S reasonable legal fees, including, but not limited to, attorney's fees and costs, in the event the dispute and/or litigation is resolved in favor of LWCA.

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RENTAL FEE: Weekdays – (Monday – Thursday 5:00-9:00pm) One hundred dollars (100) per rental.
Weekend – (Friday-Sunday 12:00pm-9:00pm) Two hundred dollars (\$200) per rental.

THERE IS ABSOLUTELY NO ALCOHOL OR SMOKING PERMITTED IN THE CLUBHOUSE. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE IMMEDIATE TERMINATION OF THIS AGREEMENT AND REMOVAL OF THE RENTER AND ANY GUESTS FROM THE CLUBHOUSE.

ADDRESS OF CLUBHOUSE

2799 Oakmont Drive
Montgomery, IL 60538

CLEANING FEES: The LWCA cleaning service may be requested ten (10) business days in advance of the Function for a “Cleaning Fee” of one hundred fifty dollars (\$150.00). If the LWCA cleaning service is not requested but is needed after the Function, the RENTER shall forfeit the Security Deposit.

*** If the RENTER elects not to use the LWCA cleaning service and performs the clean up themselves, the Deposit shall be returned provided all the following are completed to the LWCA Management Company’s satisfaction:**

- All tables and chairs must be clean and all furniture returned to original placement.
- **No movement of Great Room sectional(couch) or Xmas tree!**
- All carpeting must be vacuumed, all floors swept and mopped.
- Restrooms must be cleaned, counters, mirrors, toilets if necessary and trash emptied. (Please do not flush coffee or any other objects in the toilet).
- All decorations must be removed from the premises.
- All garbage shall be put in dumpster.
- Kitchen must be clean (including counters, stove, microwaves and void of all food and beverages.
- Damage, if any, must be repaired and reported to closing attendant.
- Refrigerator/freezer must be emptied and wiped down

**LAKWOOD CREEK HOMEOWNERS ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT CLEANING FORM**

“Yes, RENTER plans to clean the Clubhouse and Restrooms after the Function and acknowledges what is required to get the LWCA Cleaning Fee refund. LWCA may still use part or all of the Deposit if, in the sole judgment of the LWCA Management Company, additional cleaning is required.” **Renter must provide all cleaning supplies.**

OR

“No, RENTER does not plan to clean the Clubhouse and Restrooms after the Function and agrees to the LWCA fee. LWCA may still use part or all of the Deposit if, in the sole judgment of the LWCA Management Company, additional cleaning is required. Any portion of the Deposit remaining after cleaning shall be returned to RENTER provided no damage to the Premises has occurred.

Homeowner/Renter acknowledges receiving copy of rules and agrees to the terms of the rental agreement by signature below.

AGREED TO AND ACCEPTED THIS: _____
(DATE)

HOMEOWNER NAME (RENTER): _____

Please forward to:

Lakewood Creek Homeowners Association
2799 Oakmont Drive
Montgomery, IL 60538
Phone 630-229-0092 or fax 630-229-0254 or Email lakewoodcreek@comcast.net

LAKWOOD CREEK ASSOCIATION

CLUBHOUSE RENTAL AGREEMENT

RENTER: _____ DATE OF FUNCTION: _____

FUNCTION TIME: _____ TOTAL # OF GUESTS (MAX. IS 75): _____

:
PURPOSE OF RENTAL _____

NAME & PHONE NUMBER OF CATERER: _____
(If Applicable - Due 14 business days prior to Function)

NAME & PHONE NUMBER OF ENTERTAINMENT: _____
(Attach Entertainment Agreement) (If Applicable - Due 14 business days prior to Function)

SECURITY DEPOSIT (\$300.00): **\$300.00**

CLUBHOUSE RENTAL FEE (per Function time):

Weekday (\$100) _____

Weekend (\$200) _____

CLEANING FEE (\$150.00) *OPTIONAL: _____

TOTAL _____

MAKE CHECK PAYABLE TO "LAKEWOOD CREEK HOMEOWNERS ASSOCIATION"
CREDIT CARD PAYMENTS (Visa, MasterCard, Discover) - Paylease processing fee additional

CC# _____ Exp. Date _____

SIGNATURE _____ Code _____

Homeowner/Renter acknowledges receiving copy of rules and agrees to the terms of the rental agreement by signature below.

RENTER ADDRESS: _____

RENTER PHONE #: _____

RENTER SIGNATURE: _____

DATE SIGNED: _____

WAIVER RELEASE AND INDEMNIFICATION

IN CONSIDERATION OF BEING ALLOWED USE THE CLUBHOUSE AT LAKEWOOD CREEK HOMEOWNERS ASSOCIATION, INCLUDING, BUT NOT LIMITED TO HOSTING AN EVENT AT THE CLUBHOUSE, USE OF THE CLUBHOUSE EQUIPMENT, , I, _____ (PRINT YOUR NAME) DO HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE, ON MY BEHALF AND ON BEHALF OF MY MINOR CHILDREN OR WARD, LAKEWOOD CREEK HOMEOWNERS ASSOCIATION, ITS DIRECTORS, OFFICERS, MEMBERS, OWNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNS AND ALL OTHERS FROM ANY AND ALL RESPONSIBILITIES, CLAIMS, CAUSES OF ACTION, DEMANDS OR LIABILITY FOR INJURIES OR DAMAGES, KNOWN OR UNKNOWN, WHETHER UNDER FEDERAL, STATE OR LOCAL LAW RESULTING FROM MY USE OF THE CLUBHOUSE. I DO ALSO HEREBY RELEASE ALL OF THOSE MENTIONED AND ANY OTHERS ON THEIR BEHALF FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY INJURY OR DAMAGE TO MYSELF, INCLUDING THOSE CAUSED BY THE UNINTENTIONAL ACT OR OMISSION OF ANY OF THOSE MENTIONED OR OTHERS ACTING ON THEIR BEHALF OR ANY WAY ARISING OUT OF OR CONNECTED WITH MY USE OF THE CLUBHOUSE.

IN ADDITION I AGREE TO INDEMNIFY, DEFEND AND SAVE LAKEWOOD CREEK HOMEOWNERS ASSOCIATION (AND ITS AGENTS, EMPLOYEES, CONTRACTORS, DIRECTORS, AND OFFICERS) HARMLESS FROM ANY AND ALL LOSS, COST, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), LIABILITY, SUITS, CLAIMS, INJURIES, DAMAGES, FINES, PENALTIES OR THE LIKE OF ANY AND EVERY KIND, NATURE AND DESCRIPTION WHATSOEVER, IN ANY WAY INVOLVING, ARISING FROM, RELATED TO OR IN CONNECTION WITH, ACTIVITIES AT THE CLUBHOUSE, INCLUDING, BUT NOT LIMITED TO HOSTING AN EVENT AT THE CLUBHOUSE, USE OF THE CLUBHOUSE EQUIPMENT, AND POSSIBILITY OF SERVING OF ALCOHOL OR AS RELATED TO ANY OF THE FOREGOING, ANY DAMAGE TO PROPERTY AND INJURIES TO OR DEATH OF ANY OTHER PERSON WHOMSOEVER OR ARISING FROM OR RELATING TO ANY ACCIDENT, CASUALTY OR OCCURRENCE WHATSOEVER IN, OR ABOUT OR RELATING TO THE FOREGOING.

THIS AGREEMENT SHALL BEGIN ON THE DATE FIRST WRITTEN BELOW AND SHALL CONTINUE IN PERPETUITY, UNLESS CANCELLED IN WRITING BY THE ASSOCIATION. THIS AGREEMENT SHALL APPLY TO ANY AND ALL ACTIVITY. ALL REPRESENTATIONS CONTAINED HEREIN SHALL SURVIVE THE EXECUTION OF THIS AGREEMENT AND THE TERMINATION HEREOF.

I AGREE AND REPRESENT THAT I INTEND AND BELIEVE THAT THIS WAIVER IS LAWFUL AND ENFORCEABLE IN ITS ENTIRETY, AND I WILL NOT CHALLENGE THE VALIDITY, LEGALITY OR ENFORCEABILITY OF THIS WAIVER OR ANY OF ITS PROVISIONS IN WHOLE OR IN PART. THIS WAIVER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

Printed Name

Signature

Address

Date