

CHESAPEAKE COMMONS HOMEOWNERS ASSOCIATION
1490 Geneva Dr.
Geneva, Il 60134

Read this Contract before signing!

RESERVING OF CLUBHOUSE – 2/2/2016 Revised

Date of Party: _____

Contracted Times (*including all set up and clean up time*): _____

Type of Party: _____

Number of Guests (not to exceed 50 people): _____

Resident Responsible: _____

Address: _____

Telephone Number: _____

All Homeowners must have insurance on file here to rent Clubhouse.

**IF RENTER, ATTACH RENTER LIABILITY INSURANCE POLICY COPY (*WITH A MINIMUM OF \$300,000 LIABILITY INSURANCE*) – (*unless we already have one on file*).

\$150.00 Deposit & Date Received _____ Check # _____

\$250.00 Deposit if **Alcohol** on premises _____ Check # _____

\$25.00 Per Hour as of 2/2/2016 (*Includes set-up and clean-up time*).
Deducted from the security deposit after the party is over. **Security Deposit MUST be paid at the time of scheduling your party in order to secure and hold the date.**

Deposit is required prior to party....no exceptions!

\$25.00 Additional Fee for Excessive Garbage (more than 3 Large Garbage Bags).

No Rate Discounts. Set-Up and Clean-Up Fee is \$25.00/Hr for All!

Any damages will be deducted from deposit. If party charges and damage costs are greater than the deposit amount, the balance will be charged to the resident in a special assessment. Violation of any clubhouse rules can result in the immediate termination of the scheduled party/event and the loss of the security deposit.

CLUBHOUSE USE AGREEMENT

This agreement made this date of _____
By and between _____ (Resident Owner or
Owner Contracted Renter of Unit hereinafter referred to as “Resident”) and Chesapeake
Commons Homeowners Association, and Illinois not-for-profit Corporation, (hereinafter
referred to as “Association”).

WITNESSETH:

Whereas, User is a Resident of the Chesapeake Commons Homeowners
Association; and

Whereas, Association is the record title owner of the Clubhouse at Chesapeake
Commons; and

Whereas, Resident is desirous of using said Clubhouse for a special use; and

Whereas, Association by and through its duly elected Board of Directors has the
authority to enter into such an Agreement. Now, therefore, it is agreed as follows:

The Clubhouse may be used by the Resident for the purpose of
_____ for the day of
_____. Contracted for the hours of _____ to
_____.

IMPORTANT: THIS AGREEMENT DOES NOT AUTHORIZE THE USE OF
THE POOL. During pool season, if the pool is open and there is room available, the
party resident may have guests in the pool as long as the resident responsible for the
party is as the pool with their guest AT ALL TIMES. We will not turn our other
residents away if the pool is too crowded. In case of an overcrowded situation at the
pool, we would ask the resident responsible for the party to limit the number of their
guests in or at the pool area. They must also follow all of the pool rules (see attached).

Adult residents of Chesapeake Commons may reserve the Clubhouse for private parties,
meetings and approved community functions such as bridge and similar games. Abusive
behavior, be it physical or verbal, will not be tolerated at any time. The Resident and
their guests must abide by all of the Clubhouse and Pool rules. Violation of any of these
rules will void this agreement and may cause immediate cancellation and end of this
party or event.

Initial _____

Clubhouse Rental Rules

1. Clubhouse reservations will be taken on an availability basis through the Clubhouse office at 630-208-0369. Completion of this rental agreement form and a deposit are required to reserve any date for the clubhouse.
2. A deposit of **\$150.00** shall be paid at the time of the clubhouse reservation. A deposit of **\$250.00** shall be paid if alcohol is expected to be on the premises. A **\$25.00** hourly rate for the rental of the clubhouse will be deducted from the deposit (assuming there is no damage caused during the time of the party or event). Any balance will be refunded within approximately two weeks after the party date. **This hourly fee and the contracted rental time will cover any set up and clean up time required.**
3. An **Additional Fee of \$25.00** will be charged for Excessive Garbage (more than 3 Large Garbage Bags).
4. The Resident is prohibited from using the clubhouse for profitable purposes for himself or for others. Gambling in any form is expressly prohibited.
5. **NO ALCOHOL SHALL BE SOLD** in or about the facility. Immediate loss of Clubhouse and Pool privileges will result if the Resident or his or her guests violate this rule.
6. **NO BARBEQUE GRILL** (Gas or Charcoal) are allowed in the front, side or back of Clubhouse.
7. The clubhouse is a smoke-free building. The Resident and guests may only do so outside the facility. The pool has a specific smoking area. Smoking outside this area could result in the loss of clubhouse and/or pool privileges.
8. The Resident is responsible for curtailing any offensive noise or activity of themselves and their guests so as to not disturb other residents, their guests, CCHA employees or surrounding neighbors. **Loud music is not allowed** so be considerate to the people who live here!
9. The Resident shall be personally responsible for any and all damages to the premises during the period of use. Any damages incurred during the party or as a result of it may be deducted from the deposit. Damages that exceed the

deposit amount, less the hourly charges, will be charged to the Resident as a special assessment.

10. **Do not drag** the dining table in the living room, the legs can break. Two people must lift the table if you must move it, otherwise please leave it alone.
11. The Resident and their guests must leave the premises at the scheduled conclusion time. **The Clubhouse Building must be closed and emptied by 10:00 pm on Sunday, Monday, Tuesday, Wednesday, Thursday and by 11:00 pm on Friday and Saturday for any scheduled event.** Any extension to the contracted party/event time is at the discretion of the employee working the party, **with the exception of the building mandatory closing times.** If party has to be exited before clean-up is completed, our contracted cleaning company will be called to clean and any costs will be deducted from the deposit.

Fee of \$25.00/Hr. is calculated from the Reserved Time so if the resident is late getting here they will still be charged from when they booked the reservation.

There will be a \$50.00 Cancellation Fee the day of the Party if Residents do not show up. If something comes up please call and cancel the party immediately upon knowing of the changes. We hire people to watch the clubhouse.

12. **The Adult Resident making this contract shall be present at the CCHA clubhouse all times during this contracted event (including set up, clean up or if the party runs over contracted times). No Exceptions. Immediate termination of this contract, immediate eviction from the premises and loss of deposit will occur if the Resident contracting for the clubhouse is not present at any given time.**
13. **If you change your hours prior to your party and want to open earlier than scheduled you will be charged for that hour as well.**
14. Resident is responsible for cleaning Clubhouse to acceptable standards. A checklist will be supplied and reviewed with the Clubhouse Manager or representative appointed by the Clubhouse Manager.
15. This agreement may not be assigned, transferred, modified, or amended without the express written consent of the Association.
16. All persons shall use the clubhouse or pool at his or her own risk and in conformance with all Rules and Regulations. The Resident shall be

personally responsible for any personal injuries sustained by the Resident or their guests or invitees and shall indemnify and hold Association harmless for any claim, controversy, or causes of action arising from any acts, errors or omissions of Resident, guests or assigns in any way arising out of the use of the Clubhouse Facilities.

17. In the event of breach of this Agreement, Resident shall be liable for all or the Association's costs, expenses, and attorney's fees incurred in the enforcement of any of the provisions of this Agreement. In the event of unforeseen circumstances or just cause, Association reserves the right to cancel or terminate this Agreement. Termination of this Agreement by the Association refunding all monies paid by Resident under this Agreement.
18. Residents are restricted from exclusive rental of clubhouse by date (i.e.: every Sunday at 9am). A Resident may only rent the clubhouse up to two times a month so as not to preclude other Residents of the Association from having a right to rent the clubhouse at any specific date or time.
19. Parking for the use of the Clubhouse or pool is restricted to street parking on Chesapeake Way or Geneva Drive. Residents and guests may not use the surrounding courts' numbered or visitor spots. This could result in the towing of any offending vehicle. It is the Resident's responsibility to inform their guests of these rules.
20. Residents are responsible for their children and all of their guests at all times.
21. **Any time or date changes to this contract must be authorized by our Association Manager at least 5 days prior to the party date.** A CCHA employee must be on site the entire time of the contract, and any changes are subject to the scheduling of employees by the Manager. Last minute changes may not be available or may not even be an option. If for some reason an employee does not show up at the CONTRACTED TIME of your scheduled Party, you may try to contact the Association Manager **Lea Minalga at 630.327.9937 (cell) or Maura @ 630-254-6748 or Jesus @ 630-362-4760. Remember, it is your responsibility to include any set-up time and clean-up time needed in your contracted party time.**
22. The Member is responsible for supplying their own kitchen supplies. The Association is not responsible for supplying such items as garbage bags, plates, cups, napkins, serving bowls or utensils. All garbage must be bagged before being placed into large garbage bins, so owners must bring garbage bags.

23. Clubhouse Personnel working the party are **NOT RESPONSIBLE** for setting Up, cleaning, or serving at an event. If party personnel is willing to help for extra pay from the homeowner renting out clubhouse that is between the party personnel and homeowner....not CCHA. The only role clubhouse personnel has during an event is to oversee and be present in case of an emergency.
24. Residents hereby acknowledge that they have read and understand this Agreement and agree to strictly comply with the terms described herein.
Initial _____

Chesapeake Commons Homeowners Association

Deposit / Reimbursement Notice

Date of Party _____

Actual time (from) _____ **(to)** _____

Deposit received _____

Less: Hourly Rental Charges _____

Less: Any Cancellation Charges _____

Less: Any Damages or fines _____

Total Refund to Resident _____

**Approved by Association Manager for
payment** _____ **(Refunds should be mailed within
approx. two weeks of party.)**

Resident Name _____

Resident Address _____

Geneva, IL 60134

CLEANING CHECKLIST FOR AFTER PARTY INSPECTION

What Needs Your Attention Before Leaving

Bag all garbage and throw away. *Resident please bring your own bags.*

Yes____ No____

Clean sinks and countertops in kitchen.

Yes____ No____

Refrigerator, stove, and microwave emptied and cleaned, if used.

Yes____ No____

Men's & Women's bathrooms picked up, sinks and countertops cleaned.

Yes____ No____

All furniture put back in the same order as found, including tables and chairs in the meeting room to original set-up, tables wiped down.

Yes____ No____

Carpet vacuumed, floors swept or mopped if needed.

Yes____ No____

Take down all decorations and remove tape, making sure there is no damage to walls.

Yes____ No____

Do not place folded tables against windows.

Yes____ No____

If Event runs over contract time and building needs to be closed before all clean-up is completed, an automatic cleaning charge will be assessed. **Make sure you allow clean-up time!**

*Note: This list is meant to be a guideline, but if it is found after the party that more cleaning is necessary, the resident will be contacted about any additional charges. We find a lot of cleaning is not done when in a rush to get out of building. For example (but not limited to this) when pop is spilled and wiped up, it can leave a sticky residue that may not be seen in a quick inspection, this will need to be mopped up at the Resident's charge regardless if not noted at the time of the party.

CCHA CLUBHOUSE RENTAL SIGN IN

Date of Contracted Event _____

Contract Times (Including Set-up & Clean-Up): _____

Sign in Time _____ Resident Signature _____

CCHA Signature _____

Sign out Time _____ Resident Signature _____

CCHA Signature _____

Violation of any of the clubhouse rental agreement rules, including **alcohol** on premises when not originally agreed upon at the signing of the contract; can and will result in immediate termination of the scheduled party or event and the loss of the security deposit. Please make sure you read and understand the rental agreement!

I have read and understand the rules in this rental agreement in its entirety.

\$50.00 Cancellation Fee if not cancelled within 24 Hours of Scheduled Party date. No Exceptions!

To CCHA Party Personnel: Please make sure to have homeowner and you sign in and out so we have the correct times. Thanks!

Party Personnel Check-List

- Make sure Alarm is turned on before you leave unless it is Pool Season and party ends before guards close pool.
- Make sure all windows are closed and all doors are locked.
- If people must move the good Dining Table tell them to lift it up and not drag it. People are breaking the legs. They will be held responsible if they damage that expensive table.
- Make sure music is at a reasonable sound so as not to disturb homeowners.
- Make sure all lights are out, including downstairs in the bathrooms and shower areas before leaving.
- Make sure to reset AC or Heat (depending on season) back to a moderate temperature once party is over to save utilities.
- Do not let anyone place serving tables back over the windows but instead lean them next to the desks in the conference room to make it tidier and so tables don't smash leveler blinds.
- Do a final walk-through of entire clubhouse prior to leaving to make sure there is no damage anywhere.
- If Garbage is excessive, (*over 3 Large Garbage Bags*) mark on their contract and/or add additional charge of \$25.00)
- Try to get people to pay the same night as the party if at all possible.

