

HERITAGE LAKE ESTATES CONDOMINIUM ASSOCIATION**CLUBHOUSE RESERVATION AGREEMENT**

Date of Function: _____ Time _____ to _____

(MAXIMUM RENTAL PERIOD IS EIGHT (8) HOURS, INCLUDING SET-UP AND CLEAN-UP.

THE CLUBHOUSE MUST BE VACATED BY 8:00 P.M. SUNDAY-THURSDAY, 12:00 A.M.

(MIDNIGHT) FRIDAY AND SATURDAY. FAILURE TO VACATE CLUBHOUSE BY STATEDCLOSING TIME WILL RESULT IN FORFEITURE OF FULL DEPOSIT)

Purpose of Function: _____

Number of Guests: _____

OCCUPANCY IS LIMITED TO 100 PERSONS.

PLEASE READ THIS AGREEMENT IN IT'S ENTIRETY BEFORE SIGNING!

1. The applicant agrees that, in accordance with the ordinance of the City of Wheaton as contained in Ordinance #E-3370 known as the Wheaton Liquor Control Ordinance: no spirits, wine, beer, ale or other liquid containing more than half of one percent (0.5%) of alcohol by volume shall be sold, transferred, exchanged, or bartered in any manner or by any means whatsoever, for consideration. This means alcoholic beverages may not be sold, nor may an admission fee, dues, ticket, or other consideration be charged to gain entrance or admission where alcohol is dispensed or given away. The only exceptions would be holders of Class F licenses (temporary license) issued to certain clubs or non-profit organizations, or Class G licenses obtained by off-site catering businesses.
Note: the above ordinance does not prohibit a homeowner of the Association (or owner's tenant) from renting the clubhouse for a private party or function at which alcoholic beverages will be offered for consumption as long as no consideration (charge, fee, etc.) is required in exchange for the alcoholic beverages.
2. Resident owners/tenants, aged 21 years or older may submit this application to reserve the clubhouse and will be required to pay a deposit of \$125.00 and a separate check for the rental fee of \$100.00. Further, the Association reserves the right to charge back to the unit owner's assessment account all costs in excess of the deposit for:
 - A. Any damages to the clubhouse facilities and/or common areas caused by the owner, tenant and/or guests attending the function
 - B. Any loss or breakage of Association property during the function.
 - C. Cleaning charges.
3. Reservations should be made at least 30 days in advance of the date requested. Receipt of the full deposit and user fee will confirm the reservation if the date requested is available. Cancellations must be made at least two (2) weeks prior to the reservation date or \$25.00 will be forfeited from the deposit. It is the policy for the Association to allow the clubhouse to be used for private functions only once during the normal three (3) day week-end during the summer pool season. This allows the Heritage Lake Estates residents to have the use of the facilities as normally expected with as little interruption as possible.
4. The unit owner/tenant reserving the clubhouse must be present at the function at all times. This agreement must be signed by the unit owner and tenant, if applicable. It is understood that any unit owner sponsoring or assigning his rights to a tenant shall be responsible for, and agrees to pay for the costs in connection with the repair/replacement of any Association property occurring during use by the tenant.

5. The unit owner or tenant is required to provide proof of a personal homeowner insurance policy including personal liability coverage.
6. The swimming pool and pool deck surrounding the pool cannot be rented and is off-limits to all persons attending private functions. The balcony is available for use but all persons must move indoors by 10:00 PM to limit any annoyance to unit owners.
7. Decorating for private functions is permitted. However, the use of nails, tacks, etc. which will cause holes in the walls, ceiling or floor is prohibited. Coolers with ice for beverages must be kept on the lower level to avoid spilling and causing damage to the wood floor and carpeting.
8. Preparation and clean-up time must be included in the eight (8) hours maximum rental period. The clubhouse must be totally clean in accordance with the clean-up check-list provided at check-in.

WAIVER OF CLAIM: I, the undersigned unit owner and/or resident tenant of a unit owner, in consideration of my membership and/or use of the clubhouse, or myself and my successor and assigns, hereby release and discharge the Association and its officers, employees, and agents from any and all claims, demands and causes of action of whatsoever nature which I or my successors and assigns ever may have against any of them for, on account of, by reasons of or arising in connection with such use of the clubhouse and hereby waive any and all such claims, demands, and causes of action.

In further acknowledgment thereof, I have read the foregoing and agree to be legally bound by the same and declare that all information provided here is accurate and true.

Owner's signature _____

Tenant's signature (if applicable) _____

Unit address: _____

Unit # _____ Daytime Phone: _____

Insurance Carrier: _____

Policy Number: _____

Send signed application, user fee and deposit checks made payable to Heritage Lake Estates Condominium Association to:

Heritage Lake Estates Condo Assoc
 C/O Association Partners, Inc.
 25W560 Geneva Rd., Box 16
 Carol Stream, IL 60188-2231

DO NOT WRITE BELOW – FOR OFFICE USE ONLY

Payee (Applicant): _____

Deposit Date: _____

Refund Date: _____

Amount: _____

Other \$ _____

Insurance Verification: _____

CLUBHOUSE RENTAL

- A. The clubhouse is available for rental to any owner in good standing with the association or by any resident tenant with the owner's permission.
- B. The clubhouse is available for rental on the following schedule for a maximum period of eight hours (including preparation and clean-up):
- Sunday – Thursday until 8:00 P.M. Friday and Saturday until midnight.
- Memorial Day weekend through Labor Day weekend: One weekend rental Friday evening until 12:00 A.M. (midnight); Saturday evening until 12:00 A.M. (midnight)*
- After Labor Day weekend through one week before Memorial Day: Two weekend rentals with the same closing hours shown above.*
- Failure to meet the closing hours, which includes all clean-up time, will subject you to forfeiture of your \$125.00 deposit.*
- C. Reservations are made through the management office at least four weeks in advance. The cost to rent the clubhouse and damage and cleaning deposit must be paid at the time the reservation is made. No reservation will be considered final until payment is made. See Clubhouse Reservation Agreement (Exhibit 8) for details.
- D. Should any damage or unacceptable conditions of the clubhouse be noted at an inspection after a rental the following penalties will be applied:
- 1st violation: forfeiture of full deposit plus assessment for any additional charges for cleaning and/or damage.*
- 2nd violation: forfeiture of full deposit plus assessment for any additional charges for cleaning and/or damages and a 6-month suspension of rental privileges.*
- 3rd violation: forfeiture of full deposit plus assessment for any additional charges for cleaning and/or damages and a one-year suspension of rental privileges.*
- 4th violation: forfeiture of full deposit plus assessment for any additional charges for cleaning and/or damages and permanent suspension of rental privileges.*
- E. A renter of the clubhouse may ask for a hearing before the Board of Directors if a penalty is assessed. The decision of the Board is final and binding.