

# GRANDE PARK CLUBHOUSE FACILITY USE AGREEMENT

**(Yellow Highlighted Areas Must be Completed and/or Action Taken)**

## CERTAIN DEFINITIONS AND BASIC TERMS.

0.1 **Certain Definitions.** As used herein:

(a) “Owner” shall mean **Grande Park Community Association**

(b) “User” shall mean **Member Resident** (Responsible Party):

Member Name(s): \_\_\_\_\_

Member Address: \_\_\_\_\_ Plainfield, IL 60585

AMG Account Number: GPM \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

(c) “Facility” shall mean the clubhouse located at **26401 Grande Park Blvd, Plainfield, IL 60585** premises only, with NO access to pools or pool deck.

0.2 **Other Definitions.** For clarity and convenience, other terms are defined herein from time to time and, wherever used in this Agreement, shall have the defined meaning so given.

0.3 **Use.** Owner hereby agrees to allow User to use the Facility under and subject to the terms, conditions and covenants contained in the Agreement and any renewals or extensions thereof.

1.4 **Use Period (8 Hour Max Rental).** The Use Period shall be the period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ beginning at \_\_\_\_\_ AM/PM and continuing thereafter until \_\_\_\_\_ AM/PM on same day as commencement.

### **USER MUST VACATE THE CLUBHOUSE NO LATER THAN MIDNIGHT ON THE DAY OF THE CONTRACTED EVENT.**

0.4 **Fees.** User agrees to pay to Owner for use of the Facility, without right of offset or deduction for any reason, the following:

(a) **Rental Fee \$250.00.** The Fee shall be the fee charged to the Owner for operating and cleaning the Facility. User shall deposit with the Owner the sum of \$ **250.00** to pay the Fee, and if the Cleaning Fee and or Damages exceed this fee, User agrees to pay the increase. **Rental Fee (Live Check) of \$250.00 and this signed Agreement must be mailed to the management agent at the address listed in Section 3.1 below within 10 days of reservation confirmation, or the reservation will be cancelled.**

(b) Insurance Fee. User agrees to provide owner a certificate of insurance as specified for host liquor liability naming the Grande Park Community Association as an added insured equal to 1 million dollars of liability.

- (c) All Other Fees. User agrees to pay to the Owner all other fees incurred by the Owner relating to this Facility Use Agreement that are caused by the User's use of the Facility.
- (d) Cancellation Fee. User shall be responsible to pay a Cancellation Fee to the Owner in the event User fails to provide a **written cancellation notice** to the Owner and **receive a confirmed receipt from the Owner at least 2 business days prior to the time of the scheduled Use Period.** The Cancellation Fee shall be the greater of: (i) One Hundred Dollars (\$100.00); or (ii) the cost the Owner incurs with clubhouse attendant or other personnel in relationship to the Use Period.

0.5 **Use of the Facility.** User shall use the Facility for the following purposes and no other purposes: MEMBER PRIVATE PARTY

0.6 **Security Deposit \$250.00. A Security Deposit (Live Check) of \$250.00 must be sent by the User and mailed to the management agent at the address listed in section 3.1 below within 10 days of reservation confirmation, or the reservation will be cancelled. This check will be held and returned to the User if all terms and conditions of this contract are adhered to. If additional expenses are incurred as outlined in Section 5.1 of this contract, by the Owner from User event, the Owner will deposit this check to cover those costs with any remaining balance to be returned to the User thereafter.**

## ARTICLE I

### FACILITY CONDITION.

- 1.1 User agrees to accept the Facility and any equipment servicing the Facility "as is" without any agreements, representations, understandings or obligations on the part of the owner to perform any alterations, repairs, cleaning or improvements, whatsoever, and User has had ample opportunity to inspect the Facility prior to entering into this Agreement. Users agree to leave the facility in a clean and orderly condition, removing all personal items and trash. Trash should be disposed of in the dumpster provided on site. Please see exhibit A for further clarification.
- 1.2 **Signs.** The User shall not place any sign or anything of any kind on, in or outside the Facility, unless approved by the Owner in writing.

## ARTICLE II

### LESSEE'S ADDITIONAL COVENANTS.

- 2.1 To perform promptly all of the obligations of User as set forth in this Agreement, including, without limitation, the obligation to pay when due all rent, and all charges, rates and other sums, which by the terms of this Agreement are to be paid by User or to such persons at such other places as Owner may designate by written notice to User from time to time.

Payment of all such amounts (rental fee and/or security deposit) shall be mailed to:

**Grande Park Community Association**  
**c/o AMG Management Group**  
**1429 Essington Road**  
**Joliet, IL 60435**

(c) To save Owner and Owner's beneficiaries and their respective agents, employees, successors and assigns, harmless and indemnified from all injury, loss, claims or damage to any person or property (i) while on the Facility or any other part of the Facility, (ii) occasioned by any act or omission of User or any of its assignees or sublessors, (iii) related to or arising from User's use of the facility, or (iv) arising from anyone claiming by, through or under User or any of its assignees or sublessors.

(c) Owner and Owner's beneficiaries, and their respective agents and employees, shall not be liable for, and User waives all claims for, damage to person or property sustained by User or any persons claiming through User resulting from any accident or occurrence related to or arising from the use of the Facility, or the building of which they shall be a part, or any part of the Facility including, but not limited to, claims for damage resulting from (1) any equipment or appurtenances becoming out of repair, (2) Owner's failure to keep said building or the Facility in repair, (3) injury done or occasioned by wind, water or other natural element, (4) any defect in, or failure of, plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipe, stairs, railings or walks, (5) broken glass, (6) the backing-up of any sewer pipe or downspout, (7) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe or drain or any other pipe or tank in, upon or about such building or Facility, (8) the escape of steam or hot water, (9) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or other places upon or near such building or the Facility or otherwise, (10) the falling of any fixture, plaster or ceiling materials, (11) any act, omission or negligence of co-Users, or of other persons or invitees of the Facility, building or of adjoining or contiguous buildings, and/or (12) any act, omission or negligence of Owner, Owner's beneficiaries or their respective agents or employees.

(d) To repair any damage to the Facility caused by the Users use of the Facility.

(e) To Pay on demand Owner's expenses, including without limitation any attorney's fees and court cost, incurred in enforcing any obligation of User under this Facility Use Agreement.

(f) To comply with the laws, rules, regulations, orders of all governmental authorities.

(g) If the mortgagee or trustee named in any first mortgage or trust deed now or hereafter placed upon the Facility or any part thereof, or upon any portion or all of the Facility and other property, shall elect, by written notice to User, to subject and subordinate the rights and interests of User under this Agreement (in whole or in part) to the lien of its mortgage or trust deed, the rights and interests of User under this Agreement shall be so subject and subordinate, provided that the mortgagee or trustee shall agree, in said notice, to recognize this Agreement in the event of foreclosure if User is not in default. Any mortgagee or trustee may, in the alternative, elect to give some or all the rights and interest of User under this Agreement priority over the lien of its mortgage or trust deed. The election of such mortgagee or trustee shall be binding upon User, whether this Agreement is dated prior or after the date of said mortgage or trust deed. User shall execute and deliver whatever instruments may be required for such purposes, and, in the event, User fails to do so within ten (10) days after demand in writing, User does hereby make, constitute, and irrevocably appoint Owner as its attorney in fact, and in its name, place and stead, so to do.

3.2 **Negative Covenants.** User covenants always during the Use Period and during any other time that User occupies the Facility or any part thereof:

(a) Not to injure, overload, deface or otherwise harm the Facility; or commit any nuisance; or unreasonably annoy owners or occupants of neighboring property; or use the Facility for any extra-hazardous purpose or in any manner that will suspend, void or make inoperative any policy or policies of insurance at any time carried on any improvements within the Facility, or in any manner which will increase the cost of any of Owner's insurance; or burn any trash or refuse within the Facility; or sell, distribute or give away any product which tends to create a nuisance in the Facility; or make any use of the Facility which is improper, offensive or contrary to any law or ordinance or any regulation of any governmental authority; or conduct or permit any going-out-of business, bankruptcy, fire or auction sales on the Leased Facility; or use any advertising medium which might be annoying, such as: hand bills, flashing lights, searchlights, loudspeakers, phonographs, sound amplifiers or radio or television receiving equipment; or use any advertising medium in a manner to be seen or heard outside the Leased Facility; or load, unload or park any truck or other delivery vehicle in any area of the Facility other than the area or areas designated therefor by Owner; or use any sidewalks, hallways, malls or common areas in the Facility for the storage or disposal of trash or refuse or the selling or displaying of any merchandise or other object, including, but not by way of limitation, the use of any of the foregoing for any news stand, cigar stand, sidewalk shop or any other business occupation or undertaking (such latter uses being reserved to Owner and its designees); or place any fence, structure, barricade, building, improvement, division, rail or obstruction of any type or kind on any part of the Facility; or use the Facility for any purpose other than the use designated by Owner; or install or use any sign or other advertising device on the exterior of the Facility other than a store identifying sign approved by Owner in writing; or use or permit the use of any portion of the Facility as living quarters, sleeping apartments or lodging rooms; or do any act intended to injure the reputation of the Facility.

(b) Not to make any alterations or additions, or permit the making of any holes in walls, partitions, ceilings or floors, or permit the painting or placing of any exterior signs, placards or other advertising media, awnings, aerials, antennas, or the like, without on each occasion obtaining the prior written consent of Owner (and, in any event, all fascia signs shall include individual letters, it being agreed that box signs will not be permitted on the Facility).

#### ARTICLE IV

##### DAMAGE, DESTRUCTION AND EMINENT DOMAIN.

- 4.1 **Fire, Explosion or Other Casualty.** In the event the Facility are damaged by fire, explosion or any other casualty to an extent the Facility is not useable, this Agreement shall terminate.
- 4.2 **Eminent Domain.** If the whole or a portion of the Facility shall be taken by any public authority under the power of eminent domain, this Agreement shall terminate.

## ARTICLE V

### DEFAULTS BY USER AND REMEDIES.

- 5.1 **Security Deposit Default.** To secure the faithful performance by User of all of the covenants, conditions and agreements set forth in this Lease to be performed by it, including, but without limiting the generality of the foregoing, all covenants, conditions and agreements in this Lease that become applicable upon its termination by re-entry or otherwise, and also to indemnify Owner against any damages, costs, expenses, brokerage commissions and/or attorneys' fees which Owner may suffer by reason of default by User, User has deposited with Owner the sum set forth in Section 1.7 as a "Security Deposit" on the understanding: (a) that the Security Deposit, or any portion thereof, may be applied to the curing of any default that may exist, without prejudice to any other rights or remedies that Owner may have on account thereof (which in no event shall limit the rights and remedies of Owner with respect to the Security Deposit), and, upon such application, User shall pay Owner on demand the amount so applied which shall be added to the Security Deposit so that the same will be restored to its original amount; (b) that, should the Facility be conveyed by Owner, the Security Deposit, or any balance thereof, may be turned over to Owner's grantee, and, if the same be turned over as aforesaid, User hereby releases Owner from any and all liability with respect to the Security Deposit and its application or return, and User agrees to look solely to such grantee for such application or return; (c) that Owner, or its beneficiaries, shall not be obligated to hold the Security Deposit as a separate fund, but may commingle it with other funds; (d) that, if User shall faithfully perform all of the covenants and agreements in this Lease contained on the part of User to be performed, the Security Deposit, or any then remaining balance thereof, shall be returned to User, without interest, within 30 days after the expiration of the Lease Use Period; and (e) that nothing herein shall be construed to limit the amount of damages recoverable by Owner or any other right or remedy of Owner with respect to the Security Deposit.

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ARTICLE VI

MISCELLANEOUS.

6.1 **Hold-Harmless Clause.** User agrees to indemnify and hold Owner and the property of Owner, including the Facility, free and harmless from all claims, liability, loss, damage, or expenses resulting from User’s occupation and use of said Facility, specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:

- (a) The death or injury of any person or persons, including User or any person who is an employee or agent of User, or by reason of the damage to or destruction of any property, including property owned by User or any person who is an employee or agent of User, and caused or allegedly caused by either the condition of said premises, or some act or omission of User or of some agent, contractor, employee, invitee, sublessee, or concessionaire of User on said Facility;
- (b) Any work performed on said Facility or materials furnished to said Facility at the instance or request of User or any agent or employee of User; and
- (c) User’s failure to perform any provision of this Agreement or to comply with any requirement of law or any requirement imposed on User or the Facility by any duly authorized governmental agency or political subdivision.

6.2 **Maximum Amount of Owner’s Liability.** Under all circumstances whatsoever, the User agrees that Owner’s maximum liability to User or to anyone User is in privity with shall be the fees set forth in this Agreement. User waives all other rights and remedies against Owner.

6.3 Interruption or curtailment of any service maintained on the Facility whatsoever shall not entitle User to any claim against Owner.

**OWNER:**

By: **Grande Park Community Association**

**USER:**

Member Name: \_\_\_\_\_

Member Signature: \_\_\_\_\_

Date of Event: \_\_\_\_\_, 20\_\_\_\_

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## EXHIBIT A

### GRANDE PARK CLUBHOUSE FACILITY USE & TERMS AND CONDITIONS

- All reservations must be confirmed in writing with the executed Facility Use Agreement.
- The clubhouse may only be rented by a Grande Park resident in good standing. The rental covers the clubhouse ONLY. NO use of the pool or the pool deck is allowed.
- The clubhouse rental fee check of \$250.00 and security deposit fee check of \$250.00 must be paid within 10 days of registration to the management agent with checks made payable to Grande Park. Max reservation time may not exceed 8 hours and all events must end and clubhouse vacated by midnight.
- If you choose to serve alcohol, you must provide the association with a certificate of insurance = to \$1 million of liability naming the Grande Park Community Assoc. as the added insured.
- The signed contract, insurance certificate (if needed) and the payment must be received 48 hours before any event. Cancellations should be submitted in writing 48 hours before the event to avoid being charged.
- All reservation times must accommodate set up and clean up time needed. Attendant provided for each event to open and close facility. They will arrive at the specific reservation time as specified in the agreement. During the summer months when the pool is open, the pool staff will provide this service. Please see the pool house to request access or for any needs during the reservation time. If the event extends beyond pool hours, a staff member will come to the office after the pool is closed.
- Cleaning supplies are provided. All trash must be removed and placed in the dumpster provided in the parking lot. Any damage to the facility or additional clean-up required can result in additional fees for the renter. The attendant is not responsible for cleaning up.
- The facility offers a catering style kitchen equipped with a refrigerator / freezer, microwave oven & dishwasher. No oven is provided. Catering is allowed.
- The facility offers a 55" flat screen TV in the Fireplace Room and a 65" flat screen TV in the Great / Multi-Purpose Room. Both rooms are equipped with smart TVs with online access to all apps such as network TV, Netflix, Hulu, Vudu, UTube TV, just to name a few. The multi-purpose room also has a wireless sound system for audio. The smart tv's and sound system are equipped with Bluetooth and open Wi-Fi to connect your device to the TV systems. You can connect your smart device to these TV's and stream the services. PLEASE see attendant for use if you are not familiar. DO NOT CHANGE OR ADJUST WIRING OR CONNECTION SETTINGS. Any service calls required to re-establish connection to these systems after an event may be charged back to you if the systems were altered in any way.
- The facility is fully furnished. We offer additional seating items in the storage closet (10 - 6' long & 4 - 8' long folding tables and 50 stacking chairs). Additional trash bins with liners are also provided for use, if needed.

- **User is responsible for cleaning after their event, as needed and returning all furniture to its original location. Basic cleaning supplies are provided in the kitchen and vacuums are in the office. This could include the following:**
  - **Vacuuming and / or sweeping all floor surfaces, as needed. This includes the kitchen, bathrooms, and all carpeted areas. Vacuums are provided in the office / storage room. See attendant as needed.**
  - **Wiping down all hard surfaces including floors, counter tops, sink, tabletops, etc. Each tabletop is fitted with a protective glass top.**
  - **Bundling ALL trash and placing in the dumpster provided in the parking lot. Please take the time to check under the furniture as items do fall and can easily be missed.**
  - **Removing and / or disposing of all perishable items from the kitchen as needed.**
  - **If you wish to decorate, please remove all décor before you leave. Please do not attach any items to the painted surfaces as this can damage the paint upon removal.**

**Please understand that events are scheduled daily and the way you leave the facility will be how your neighbor will receive it. Failure to adhere to these requirements may result in additional cleaning and/or service charges which will be billed to your account.**