

## Rental Agreement for use of The Savannah Green Homeowners Association Inc. Clubhouse

Event Date	Time In	Time Out	Damage Deposit
			\$100.00

**Time In** indicates the time that you need a board member to let you into the clubhouse. **Time Out** indicates the time by which you agree to vacate the clubhouse. Failure to vacate on time will result in forfeiture of your damage deposit.

This Rental Agreement ("Agreement") by and between The Savannah Green Homeowners Association, Inc., ("SGHOA") and \_\_\_\_\_ ("Renter"). In consideration of the mutual covenants set forth below, SGHOA hereby agrees to rent the Clubhouse to Renter for the Date of Event and Rental Period set forth above.

1. **Damage Deposit:** Renter shall, upon execution hereof, deposit with SGHOA the sum of \$100.00 to be applied against damages to any part of the Clubhouse, or to the furnishings therein and to the common areas contiguous thereto, cleaning expenses or any other expenses caused by Renter to SGHOA. In that event, or in the event there is no such damage, a refund of said deposit shall be made to Renter within thirty (30) days of the date of the rental period of this Agreement. Such refund shall be made after inspection of the premises by SGHOA, and SGHOA's assessment of any such loss or damage shall be binding upon the parties hereto. If damage is in excess of the deposit, Renter will be held liable and billed accordingly. Renter is entitled to make a pre-event inspection of the Clubhouse to identify any pre-existing damage which should be set forth in Exhibit A.

2. **Rules, Obligations, Covenants and Conditions Precedents:**

- a. As a condition precedent to this Agreement, the Renter's Association Dues must be current.
- b. Maximum occupancy of the Clubhouse is 80 people. Renter will not allow occupancy limit to be exceeded.
- c. All functions occurring Sunday through Thursday must be concluded by 10:00 p.m. All functions occurring Friday through Saturday must be concluded by 1:00 a.m. This includes clean-up time. Failure to vacate the Clubhouse by the applicable time will result in the forfeiture of the Damage Deposit.
- d. Loud activities, including music, must be kept to a reasonable level and not be heard by the surrounding homes.
- e. No gambling or fundraising of any sort is allowed in the Clubhouse.
- f. No smoking is allowed in the Clubhouse or on the Clubhouse premises.
- g. Pets, bicycles, skateboards and skates are not allowed in the Clubhouse.
- h. All guests of the Renter shall maintain appropriate attire at all times.
- i. In the event there are minors (under the age of 18) present at the function, Renter must maintain a ratio of one adult for every nine minors.
- j. SGHOA is not responsible for any lost, stolen or damaged personal property.
- k. Renter agrees not to access or allow his/her guests to access the cabinets in the Clubhouse.
- l. Renter agrees not to allow open flames to be used at the Clubhouse with the exception of cake candles.
- m. Renter agrees not to display any advertisements outside the Clubhouse
- n. Renter agrees not to violate any local, city, state or federal laws of any nature.
- o. Renter agrees not to move any Clubhouse furniture outside.
- p. Renter agrees not to use duct, packing, masking tape, tacks or nails on or in the Clubhouse.
- q. Renter agrees not to perform or permit any practice which may cause a nuisance to the surrounding homes.
- r. Renter agrees not to allow any rubbish, waste materials or other products to accumulate upon the premises.
- s. The following cleaning is required at the conclusion of the rental period:
  - i. Bag all trash and remove from clubhouse.
  - ii. Place clean liners in all trash receptacles.
  - iii. Return all furniture to its original location
  - iv. Clean refrigerator, microwave and coffee pot, and any other appliance present in the Clubhouse.
  - v. Sweep, mop, vacuum Clubhouse.
  - vi. Wipe down all walls/ceiling as necessary.

3. **Alcohol:** If alcoholic beverages are to be served, Renter shall provide a certificate of insurance evidencing that his/her homeowner's policy includes host liquor liability coverage. All alcoholic beverages must be contained to the inside of the Clubhouse. At no time and under no circumstances should alcohol be consumed outside of the Clubhouse. Alcoholic beverages may not be served to minors or intoxicated persons on the Clubhouse premises.

4. **Indemnification:** Renter agrees to indemnify, hold harmless, and defend SGHOA, against any and all losses, liabilities, obligations, claims, damages (including enhanced and punitive damages), penalties, causes of action, settlements or expenses (including reasonable attorneys' fees), as incurred, resulting from, arising out of, or relating to this Agreement or the negligent acts (specifically including intentional and gross negligence) or willful omissions of the Renter, in Renter's performance of its obligations under this Agreement.

5. Attorneys' Fees: In the event Renter breaches any of the terms of this Agreement, Renter shall pay all reasonable attorneys' fees and costs of SGHOA incurred in enforcing any of the obligations of this Agreement.

6. Cancellation: This Agreement may be cancelled by Renter for any reason if Renter provides written notice to SGHOA seven (7) days prior to the Date of Event, and in such instance Renter shall be entitled to a full refund of the Damage Deposit. In the event that Renter elects to cancel this Agreement but fails to provide written notice to SGHOA seven (7) days prior to the Date of Event, then Renter shall not be entitled to the refund of the Damage Deposit. This Agreement may be cancelled by SGHOA for any reason if SGHOA provides written notice to the Renter fifteen (15) days prior to the Date of Event, and in such instance SGHOA shall refund the Damage Deposit to Renter.

7. Miscellaneous:

- a. This Agreement will not be binding upon the parties until it has been signed herein below.
- b. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof, and merges all prior discussions, representations and negotiations with respect to the subject matter of this Agreement.
- c. The headings used in this Agreement are for convenience and reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- d. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties.
- e. None of the terms, covenants, and conditions of this Agreement can be waived except by the written consent of the party waiving compliance.
- f. Any ambiguity in this Agreement shall not be construed against SGHOA.
- g. If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect.

In Witness Whereof, SGHOA and Renter respectfully executed and delivered this Agreement, pursuant to the uses and purposes that are described and contained in this Agreement herein.

The Savannah Green Homeowners Association, Inc.

Renter(s): \_\_\_\_\_

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

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

Date: \_\_\_\_\_

THIS AGREEMENT ALONG WITH THE DAMAGE DEPOSIT MUST BE RETURNED TO THE SAVANNAH GREEN HOMEOWNERS ASSOCIATION, INC., P.O. BOX 72, NORMAL, ILLINOIS 61761 WITHIN FIFTEEN (15) DAYS OF THE APPROVAL DATE OF YOUR RESERVATION.

( FOR OFFICE USE ONLY)

Deposit Received \$ \_\_\_\_\_ Date \_\_\_\_\_

HOA dues current \_\_\_\_ yes \_\_\_\_ no

Approved \_\_\_\_ yes \_\_\_\_ no

Notes \_\_\_\_\_

Pre party Premises inspection \_\_\_\_\_

RENTER initials \_\_\_\_\_ SGHOA board member initials \_\_\_\_\_

Post party Premises inspection \_\_\_\_\_

Deposit refund \$ \_\_\_\_\_ Date \_\_\_\_\_

RENTER initials \_\_\_\_\_ SGHOA board member initials \_\_\_\_\_