

## AGREEMENT FOR USE OF THE CLUBHOUSE FACILITIES

The use of the Arbors Clubhouse facilities is reserved for unit owners, their tenants, and their guests. Special arrangements for use of the Clubhouse facilities must be made with your Management Agent.

In order to make use of the Clubhouse facilities, the undersigned parties agree to the following terms and conditions:

- 1. The unit owner or tenant requesting use of the facilities assumes full responsibility for any and all damage to the premises, costs of repair and cost of excessive clean-up and any other incidental damages caused by any of the guests of the unit owner, tenant, or any other parties entering the premises during such time the unit owner or tenant has requested use of the facilities.
- 2. THE USE OF THE CLUBHOUSE FACILITIES DOES <u>NOT</u> INCLUDE THE USE OF THE POOL AND DECK AREA. The unit owner or tenant renting the facilities agrees and covenants to hold The Arbors Condominium Association, its Board of Directors, agents, successors, assigns and employees forever harmless and agrees and covenants to indemnify them from and penalty, damage, liability or charges imposed for any accident occurring in the pool and surrounding deck area at said time. <u>There will be a \$50.00 fine to anyone using</u> <u>these areas during the clubhouse rental.</u>
- 3. Two (2) weeks prior to the date of intended use, the unit owner or tenant shall deposit a certified check, cashier's check, personal check or money order in the amount specified below made payable to THE ARBORS CONDOMINIUM ASSOCIATION to utilize as follows:
  - A. <u>Three Hundred Dollars (\$300.00)</u> shall be used as a security deposit to insure that the premises are left in a clean and orderly fashion. In the event that The Arbors Condominium Association incurs any expense in repairing the premises in or around the Clubhouse facility, the cost of said repair shall be deducted from the security deposit and the balance of the security deposit, if any, shall be refunded. If, and in the event that, the costs of repair exceed the Two Hundred Dollar security deposit held by the Arbors Condominium Association, the unit owner shall be assessed for the cost of said repairs, along with his regular monthly assessment.
  - B. For unit owners and tenants, <u>One Hundred Dollars (\$100.00)</u> shall be used as a fee for use of the Clubhouse facility. This fee is NON-REFUNDABLE.
- 4. Use of the Clubhouse facilities must be approved by the Property Manager and subject to the following limitations and restrictions:
  - A. No more than seventy-five (75) people may be in attendance at any function utilizing the Clubhouse facilities.
  - B. No live music is permitted without the prior approval of the Manager.
  - C. No tacks, tape or nails are to be used on walls for decorations. Any decorations must be affixed to the brick or wood beams. There will be a \$25.00 charge for any balloons that have to be removed from the room or the ceiling fans.
  - D. Clean-up of the Clubhouse must be completed immediately after said party and shall include wiping tables, counters and cushions, trash removal from building, and returning furniture to original arrangement. THE CLUBHOUSE FACILITY MUST BE VACATED BY 1:00 A.M.
  - E. The use of the pool is prohibited.
  - F. There is to be **NO SMOKING** inside of the Clubhouse.



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- G. The party must stay inside the Clubhouse at all times.
- 5. The unit owner and/or tenant agrees and covenants to hold The Arbors Condominium Association, its Board of Directors, agents, successors, assigns and employees forever harmless and agrees and covenants to indemnify them from any penalty, damage, liability or charges imposed for any violation of any law or ordinance, whether occasioned by neglect of the unit owner, tenant or their guests. Further, the unit owner or tenant will at all times protect and indemnify and hold harmless, the Arbors Condominium Association from any and all loss, damages, liability or expenses arising out of or from any accident or other occurrence on or about said premises.
- 6. Keys <u>must</u> be picked up at Foster / Premier Inc. office by 5:00 p.m. on the last weekday prior to your reservations and returned the following work day. All keys must be returned no later than 5:00 p.m. the following business day, any keys not returned by the following business day will be an additional \$10.00 per day charge. UNDER NO CIRCUMSTANCES WILL KEYS BE ISSUED ON THE WEEKEND SHOULD YOU FORGET TO PICK THEM UP PREVIOUSLY.
- 7. ANY VIOLATION OF THE TERMS OF THIS AGREEMENT MAY CONSTITUTE A FORFEITURE OF A PORTION OR <u>ALL</u> OF YOUR DEPOSIT.

## PLEASE SIGN AND RETURN TO OUR OFFICE:

FOSTER PREMIER, INC. 750 LAKE COOK ROAD, SUITE 190 BUFFALO GROVE, IL 60089

I, the undersigned, do hereby verify that I have read and do understand the foregoing agreement between The Arbors Condominium Association and myself regarding the use of The Arbors Condominium Association Clubhouse facilities.

Resident Signature

Managing Agent

Address & Unit Number

Date of Use

Phone Number

Type of Function