

**LISLE PLACE CONDOMINIUM ASSOCIATION CLUBHOUSE RENTAL AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lisle Place Condominium Association, a not-for-profit corporation organized and existing under the laws of the State of Illinois, with its principal place of business located at 4439 Blackhawk Lane, Lisle, IL 60532 (hereinafter referred to as "LPCA"), and \_\_\_\_\_, a homeowner (hereinafter referred to as "Renter"). **DAY OF RENTAL USE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

- 1. **RENTAL OF PREMISES:** LPCA hereby grants to Renter the right to use the LPCA Clubhouse for a period of eight (8) hours, ending no later than 10:00 PM, on the date specified by Renter and approved by LPCA. The Renter agrees to schedule the event a minimum of three (3) days in advance on a first-come, first-served basis.
- 2. **RENTAL FEE:** Renter shall pay to LPCA a rental fee of One Hundred Dollars (\$100.00), due and payable before the event.
- 3. **USE OF PREMISES:** Renter agrees not to use the fireplace, not to access any locked doors, and not to smoke in or around the building. Any tampering with electronic equipment will result in an automatic fine of One Thousand Dollars (\$1,000.00).
- 4. **CAPACITY:** Renter shall not exceed the maximum occupancy limit as per the building code.
- 5. **COMPLIANCE WITH RULES AND REGULATIONS:** Renter shall comply with all rules and regulations of LPCA and the Declaration, as they may be amended from time to time.
- 6. **CLEAN-UP:** Renter shall clean and restore the Clubhouse to its original condition immediately following the event.
- 7. **DAMAGE:** Renter shall be responsible for any and all damage to the Clubhouse, including but not limited to the electronic equipment, fixtures, flooring, and walls.
- 8. **LIABILITY:** Renter hereby indemnifies and holds LPCA harmless for any damage to the people using the space or anything they bring into the space.
- 9. **INSURANCE:** Renter agrees to maintain appropriate insurance coverage for the event, including liability insurance, to cover any potential damages or injuries that may occur during the rental period.
- 10. **NOISE AND DISTURBANCE:** Renter agrees to control the noise level at the event such that it will not disturb other residents. Any music or entertainment must end by 10:00 PM.
- 11. **ALCOHOL:** If alcohol is to be served at the event, Renter agrees to comply with all local laws and regulations, including ensuring that no alcohol is served to minors.
- 12. **CANCELLATION POLICY:** If Renter needs to cancel the event, they must do so at least 48 hours in advance. If the cancellation is made less than 48 hours before the event, the rental fee will not be refunded.
- 13. **FORCE MAJEURE:** Neither party will be held liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.
- 14. **ASSIGNMENT:** The Renter may not assign or sublet the Clubhouse or any part of the Clubhouse without the prior written consent of LPCA.
- 15. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 16. **AMENDMENT:** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 17. **SEVERABILITY:** If any portion of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.
- 18. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 19. **LEGAL FEES:** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
- 20. **INDEMNIFICATION:** Renter agrees to indemnify, defend, and hold harmless LPCA, its officers, employees, agents, representatives, and contractors from and against all loss, cost, penalty, fine, punishment, damage, liability, claim, action, suit, charge, deduction, or assessment (including interest) in the nature of a liability imposed by law (including amounts agreed upon in settlements), incurred or suffered by any such indemnified party, including, but not limited to, reasonable attorney and paralegal fees, arising out of, by reason of, or in connection with this Agreement, or any act, omission, or event occurring while Renter is in possession of the Clubhouse.
- 21. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Renter's Name (Print)

\_\_\_\_\_  
LPCA Representative's Name (Print)

\_\_\_\_\_  
Renter's Signature  
Date:

\_\_\_\_\_  
LPCA Representative's Signature  
Date: