

## PROCEDURE TO RESERVE CLUBHOUSE FACILITIES

1. If you are interested in reserving the clubhouse, please visit our website [www.baumprop.com](http://www.baumprop.com) to download the application. You may also email Loree King at [loree@baumprop.com](mailto:loree@baumprop.com). Please leave the homeowner's name, date, and time slot requested for the clubhouse rental. Also include a phone number or email address in which to reach you. You may also call Loree during regular business hours @ (630)270-1829 to schedule a clubhouse rental.
2. A security deposit of \$250.00 for a homeowner/resident of LSCHOA or \$500.00 for a non-resident is payable to Lakewood Springs Club HOA. The security deposit may be retained by the association as part of payment of any expense for cleaning, damage, and/or loss to the association property. If the deposit is not sufficient to cover the fair value of such cleaning and property damage, then the Homeowners/renter will be responsible to reimburse the association for an additional expense as determined by the board.
3. If there is availability of the clubhouse on the intended date and time, the Homeowners/renter must have the rental agreement completed, signed, and returned with security deposit check and separate check for rental, before the specific date and time will be held.
4. If there are two parties requesting the same time and date, the first one to return the rental agreement with deposit/rental money will be granted the spot.
5. Reservations may be made up to six (6) months in advance. A minimum of two (2) weeks notice is needed for a rental reservation.
6. The rental of the clubhouse is in five (5) hour increments, this includes set-up and cleanup. An additional \$25.00/hr. charge will occur for any time over the initial five (5) hours.
7. **The cost of the rental will be \$75.00 for LSCHOA residents or \$100.00 for non-residents. Time slots are (Saturday and Sundays) Slot #1:12 noon-5pm and Slot #2: 6pm-11pm**
8. A clubhouse Attendant will meet the Homeowners/renter at the clubhouse at the time of the rental (noon or 6pm). The Homeowners/renter will be responsible to make sure that all guests have vacated the property and the clubhouse is clean by the time the rental agreement expires. Homeowners/renter must wait for the clubhouse attendant to inspect and lock up before leaving the clubhouse.
9. The security deposit is refunded when the following occurs:
  - A.) The clubhouse facilities are inspected for damage or loss by an attendant and found to be in acceptable condition.
  - B.) The clubhouse agreement is signed (again) acknowledging if any damage or loss to the association property or personal injury has occurred.
10. The Homeowners/renter is responsible for cleanup of the clubhouse facilities (including grounds around clubhouse) immediately after the use of the clubhouse either by:
  - A.) Providing an additional \$150.00 cleaning fee at the signing of the contract.
  - B.) By cleaning the facilities to the same condition in which it was found (see attached).

## **CLEAN UP OF THE CLUBHOUSE FACILITIES**

1. Homeowners/renter must supply towels, dishcloths, sponges, paper towels, trash bags. If there are cleaning items at the clubhouse you may use them to clean the clubhouse. There is a vacuum cleaner and broom in the front closet. Vacuum is bag less and must be emptied.
2. Remove all trash (inside and outside of clubhouse) to trash receptacle in corner of clubhouse parking lot for disposal. Please do not leave trash on the ground around the dumpster.
3. Clean all clubhouse areas used: bathrooms, kitchen, sinks, appliances, tables, etc.
4. Clean glass, mirrors, and windows.
5. Vacuum all carpeting.
6. Sweep all debris from floors (bathrooms and hallway included). Mop if necessary with very little water, just barely damp so as not to damage the wood flooring.
7. Return furniture to original location.
8. Set thermostat at 60 degrees (winter) or 85 degrees (summer).
9. Clean and empty refrigerator and freezer (inside and out).
10. Clean microwaves and oven (inside and out).
11. Clean countertops and sink.
12. Wipe down leather chairs, check to see if food, trash, toys, etc. have been lost underneath or along the couch cushions. Check drawers and windowsills for garbage.
13. Put remote controls on the kitchen counter.
14. Make sure all windows and doors are closed and locked.
15. Turn off all the lights.

## **CLUBHOUSE RULES AND REGULATIONS**

1. The clubhouse facilities are for the use of Homeowners, clubhouse renters, and their guests.
2. No illegal substances will be allowed at any time in the clubhouse or the grounds of the clubhouse.
3. The Homeowners/renter must be present for the entire time the clubhouse facilities are in use. A Homeowner or a parent must accompany children under the age of 18 while in the clubhouse.
4. Clubhouse hours are only as agreed upon under the rental agreement.
5. No pets of any kind are allowed inside the clubhouse at any time. With the exception of those used as service animals or guides for the disabled.
6. No smoking in the clubhouse.
7. No candles allowed inside or outside of the clubhouse.
8. No Fireworks are permitted.
9. No confetti is permitted.
10. Care must be taken when hanging decorations as it can damage the surfaces and remove paint. Decorations are not to be permanently affixed.
11. The outside doors must be kept closed when the air conditioner/heater is on.
12. The homeowner is responsible for the conduct of his/her guests and proper behavior to prevent damage and excessive noise.
13. Alcoholic beverages may only be consumed by persons 21 years of age or older and alcohol must stay inside of the clubhouse (it cannot be taken past the front porch of the clubhouse). Take care and use designated drivers. The Association will not have someone present to monitor the consumption of alcohol – it is the responsibility of the Homeowner renting the clubhouse to monitor the alcohol consumption of his/her guests.
14. Due to insurance rules and restrictions, clubhouse Homeowners/renters and all guests attending for the rental event are NOT to access the swimming pool area during the clubhouse rental time.
15. Homeowners/renters assume all responsibility for any and all damages, fines or fees as a result from any of their guests/family members as a result of a violation of any of the rules and regulations documented above and in the rental agreement.
16. Rental fees of the clubhouse will be \$75.00 an hour for a minimum of 5 hrs. for Homeowners and \$100.00 an hour for a minimum of 5hrs. for Non-residents. Each additional hour will be charged at a rate of \$25.00/hr. A \$250.00 deposit for Homeowner and \$500.00 deposit for Non-resident is required at time of reservation of the clubhouse. This \$250/\$500 deposit will be returned upon satisfactory inspection of the clubhouse facilities. If the clubhouse is not left in the same manner it was presented, then the deposit will go toward the initial cleaning fee. The expense of any additional amount required to restore the clubhouse to the same condition in which it was presented will be the responsibility of the clubhouse Homeowners/renter. The 5 hours includes set-up and clean up within that time frame.

**LAKWOOD SPRING CLUB  
CLUBHOUSE ATTENDANT CHECKLIST**

- 1. Arrive 10-15 minutes before the scheduled start time.**
- 2. Confirm clubhouse is tidy, turn on lights, prepare paperwork, and complete checklist.**
- 3. Unlock front door and door to bathrooms. (Note that the office door should remain locked during the rental).**
- 4. When Homeowners/renters arrive, show the clubhouse layout/bathroom locations. (would they like the fireplace on?).**
- 5. Have Homeowners/renter review and sign off on checklist.**
- 6. Make sure Homeowners/renters understand that they cannot leave the clubhouse until you have returned at the conclusion of the rental. All chairs/tables should be back in place as they were when they arrived, and the bathrooms, kitchen area and floors are clean and the garbage has been taken out.**
- 7. At the end of the event, review clubhouse and insure all items are back in proper location and clean.**
- 8. Complete closing with Homeowners/renter, Homeowners/renter must sign off on the paperwork. If necessary the attendant must include details of Homeowners'/renters' deposit: charges for early entry, late dismissal, clubhouse not cleaned, damaged or broken items, etc. The attendant also must sign off on the paperwork.**
- 9. Make sure all lights have been turned off. (Fireplace off/pilot light on).**
- 10. Lock the front door, the door to the bathrooms, and the office door.**
- 11. Make sure that the front door closes and locks when leaving.**
- 12. Submit invoice monthly to [lorie@baumprop.com](mailto:lorie@baumprop.com). Include date, time of party, Homeowners/renter, and any other pertinent information.**

**\*Note: you may adjust the thermostat at the request of the Homeowners/renter. Please make sure that the temperature is returned to 60 degrees in the winter and 80 degrees in the summer before leaving.**

- \$12.50 to open
- \$12.50 to close

**If there are 2 different parties in the same day that would be 2 different “opens” and 2 different closes. If the same party has 2 times slots (12pm-11pm rental) that would be 1 “open” and 1 “close” only.**

## **Lakewood Springs Club Rental Agreement**

The Clubhouse is available for rental year round (Excluding Holidays) for a \$75.00 rental fee and \$250.00 refundable security deposit for any LSC Homeowner or a \$100.00 rental fee and a \$500.00 refundable security deposit for Non-Residents. Rental times are for either:

Saturday or Sunday

12:00pm – 5:00pm or 6:00pm – 11:00pm.

~All day rentals 12:00-11:00pm are available~

Please call Loree King @ 630-270-1829 to schedule your rental.

Holiday Exclusions:

**\*\* New Years Eve\*\* \*\*New Years Day\*\* \*\*Valentines Day\*\*      \*St. Patrick's  
Day\* \*Mothers Day\* \*Fathers Day\* \*Independence Day\*  
\*\*Easter\*\*Halloween\*\*\*\*Thanksgiving Day\*\*\*\*Labor Day\*\*  
\*\*Christmas Eve\*\*Christmas Day\*\*Memorial Day\*\***

The entirety of this list of important Rules and Regulations must be followed. Specifically some (but not all of the rules) areas follows:

Once a homeowner is checked into the clubhouse for a clubhouse rental, they must remain at the clubhouse until the Association Attendant arrives to check them out at the end of the rental time.

At the end of the rental time, the trash dumpster will be unlocked and the Homeowners/renter must dispose of all trash.

The rental checklist form (check in and check out) must be completed and signed by the Association Attendant in order for the Homeowners/renters to receive the security deposit back.

If your event ends before the scheduled rental time the Homeowners/renter who filled out the check-in sheet is responsible to contact the Association Attendant at the number provided during check-in for check-out.

All guests must be gone and the clubhouse must be cleaned up and put back in its original state prior to rental check by the end of the rental time at \_\_\_\_\_

Alcoholic beverages may only be consumed by persons 21 years of age or older, and are ONLY inside the clubhouse. Alcoholic beverages are NOT PERMITTED outside the clubhouse, in the parking lot, or any surrounding areas (Alcohol cannot be brought past the front porch). The Association will not have someone present to monitor consumption of alcohol – it is the responsibility of the homeowner renting the clubhouse to monitor the alcohol consumption of his/her guests.

No confetti of any kind is allowed on the clubhouse property during a clubhouse rental. If you are using a Pinata during your event, please make sure that it is done outside on the playground area to prevent any damage.

No decorations are to be hung on the walls or ceiling by use of tape, nails, staples, pins, tacks, etc. as it damages the surface and or removes paint.

Fireworks are not permitted on the Lakewood Springs Club property.

No pets of any kind are allowed inside the clubhouse at any time. With the exception of those used as service animals or guides for the disabled.

All furniture must be put back into its original location by the end of the rental time.

Due to insurance rules and restrictions, homeowners and all guests attending for the rental event **ARE NOT TO ACCESS** the swimming pool area during the clubhouse rental time.

If at any time anyone is found in violation of any of the above mentioned rules and regulations the Homeowners/renter may be asked to vacate the clubhouse immediately and forfeit both security deposit and rental fee. As well as be responsible for damages and any legal fees, if legal action is sought after. In addition to any fees accruing from police or fire departments being called out as the result of a false alarm.

Homeowner/renter assumes all responsibility for any and all damages, fines or fees as a result from any of their guests, family members or guests of either mentioned guests and family members as a result of a violation of any of the above mentioned rules and regulations.

Lakewood Springs Club Homeowners Association and the assigned management company do not assume any responsibility for any lost, damaged, or stolen merchandise or personal items left on the premises.

If Homeowner/renter will be using a catering company for the function the company must be fully insured. The catering company shall provide a copy of its insurance certificate to the Association.

LAKWOOD SPRINGS CLUB and HOMEOWNERS/RENTER agree and represent that they intend and believe that this Agreement is lawful and enforceable in its entirety, and neither LAKWOOD SPRINGS CLUB nor HOMEOWNERS/RENTER will challenge the validity, legality or enforceability of this Agreement or any of its provisions in whole or in part. The parties agree that, to the extent any portion or covenant of this Agreement may be held to be invalid or legally unenforceable by an agency or court of competent jurisdiction, the remaining portions of this Agreement shall not be affected and shall be given full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All litigation related to or arising from this Agreement shall be litigated in a court or courts, whether federal or state, having applicable jurisdiction, sitting within the boundaries of Kendall County, Illinois.

The provisions of this Agreement may be amended, waived or discharged only by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or discharge is sought. A waiver at any time of compliance with any of the terms and conditions of this Agreement shall not be considered a modification, cancellation or waiver of such terms and conditions, or of any preceding or succeeding breach thereof, unless expressly so stated.

This Agreement constitutes the complete and exclusive statement of the agreement among the parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

In the event any legal dispute and/or litigation arises regarding or pertaining to this Agreement, HOMEOWNERS/RENTER hereby agrees to pay LAKEWOOD SPRINGS CLUB'S reasonable legal fees, including, but not limited to, attorney's fees and costs, in the event the dispute and/or litigation is resolved in favor of LAKEWOOD SPRINGS CLUB.

### **WAIVER RELEASE AND INDEMNIFICATION**

IN CONSIDERATION OF BEING ALLOWED USE THE CLUBHOUSE AT LAKEWOOD SPRINGS CLUB HOMEOWNERS ASSOCIATION, INCLUDING, BUT NOT LIMITED TO HOSTING AN EVENT AT THE CLUBHOUSE, USE OF THE CLUBHOUSE EQUIPMENT, AND POSSIBILITY OF SERVING OF ALCOHOL, I, \_\_\_\_\_ (PRINT YOUR NAME) DO HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE, ON MY BEHALF AND ON BEHALF OF MY MINOR CHILDREN OR WARD, LAKEWOOD CREEK HOMEOWNERS ASSOCIATION, ITS DIRECTORS, OFFICERS, MEMBERS, OWNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNS AND ALL OTHERS FROM ANY AND ALL RESPONSIBILITIES, CLAIMS, CAUSES OF ACTION, DEMANDS OR LIABILITY FOR INJURIES OR DAMAGES, KNOWN OR UNKNOWN, WHETHER UNDER FEDERAL, STATE OR LOCAL LAW RESULTING FROM MY USE OF THE CLUBHOUSE. I DO ALSO HEREBY RELEASE ALL OF THOSE MENTIONED AND ANY OTHERS ON THEIR BEHALF FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY INJURY OR DAMAGE TO MYSELF, INCLUDING THOSE CAUSED BY THE UNINTENTIONAL ACT OR OMISSION OF ANY OF THOSE MENTIONED OR OTHERS ACTING ON THEIR BEHALF OR ANY WAY ARISING OUT OF OR CONNECTED WITH MY USE OF THE CLUBHOUSE.

IN ADDITION I AGREE TO INDEMNIFY, DEFEND AND SAVE LAKEWOOD CREEK HOMEOWNERS ASSOCIATION (AND ITS AGENTS, EMPLOYEES, CONTRACTORS, DIRECTORS, AND OFFICERS) HARMLESS FROM ANY AND ALL LOSS, COST, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), LIABILITY, SUITS, CLAIMS, INJURIES, DAMAGES, FINES, PENALTIES OR THE LIKE OF ANY AND EVERY KIND, NATURE AND DESCRIPTION WHATSOEVER, IN ANY WAY INVOLVING, ARISING FROM, RELATED TO OR IN CONNECTION WITH, ACTIVITIES AT THE CLUBHOUSE, INCLUDING, BUT NOT LIMITED TO HOSTING AN EVENT AT THE CLUBHOUSE, USE OF THE CLUBHOUSE EQUIPMENT, AND POSSIBILITY OF SERVING OF ALCOHOL OR AS RELATED TO ANY OF THE FOREGOING, ANY DAMAGE TO PROPERTY AND INJURIES TO OR DEATH OF ANY OTHER PERSON

WHOMSOEVER OR ARISING FROM OR RELATING TO ANY ACCIDENT, CASUALTY OR OCCURRENCE WHATSOEVER IN, OR ABOUT OR RELATING TO THE FOREGOING.

THIS AGREEMENT SHALL BEGIN ON THE DATE FIRST WRITTEN BELOW AND SHALL CONTINUE IN PERPETUITY, UNLESS CANCELLED IN WRITING BY THE ASSOCIATION. THIS AGREEMENT SHALL APPLY TO ANY AND ALL ACTIVITY. ALL REPRESENTATIONS CONTAINED HEREIN SHALL SURVIVE THE EXECUTION OF THIS AGREEMENT AND THE TERMINATION HEREOF.

I AGREE AND REPRESENT THAT I INTEND AND BELIEVE THAT THIS WAIVER IS LAWFUL AND ENFORCEABLE IN ITS ENTIRETY, AND I WILL NOT CHALLENGE THE VALIDITY, LEGALITY OR ENFORCEABILITY OF THIS WAIVER OR ANY OF ITS PROVISIONS IN WHOLE OR IN PART. THIS WAIVER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date