

**OAKS IMPROVEMENT ASSOCIATION**  
**CLUB HOUSE RESERVATION FORM**

This form is to be used to reserve the Association Club House. You must complete this form and return it to the office with a \$50.00 Reservation Deposit.

The Reservation Deposit will be applied towards the Rental Fee should you hold your scheduled function. However, if you cancel this reservation and do not give a minimum of a thirty (30) days advance notice of cancellation your \$50.00 will be forfeited.

\*\*\*\*\*

HOMEOWNER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

DATE REQUESTED: \_\_\_\_\_

LAST DATE TO CANCEL WITHOUT FORFEITURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PAID: \_\_\_\_\_

DATE: \_\_\_\_\_

CHECK #: \_\_\_\_\_

CASH: \_\_\_\_\_

INITIAL: \_\_\_\_\_

\_\_\_\_\_  
HOMEOWNER'S SIGNATURE

# CLUB HOUSE REQUEST FORM

HOMEOWNER REQUESTING CLUB HOUSE:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

**YOU MUST BE CURRENT WITH YOUR ASSESSMENTS AND HAVE NO OUTSTANDING VIOLATIONS OF ASSOCIATION RULES AGAINST YOU TO BE ELIGIBLE TO RENT.**

REQUESTED DATE: \_\_\_\_\_

TIME OF FUNCTION: BEGIN \_\_\_\_\_ END \_\_\_\_\_

TYPE OF FUNCTION: \_\_\_\_\_

WILL ALCOHOL BE SERVED: \_\_\_\_\_ YES \_\_\_\_\_ NO

APPROXIMATE ATTENDANCE: \_\_\_\_\_ (150 MAXIMUM – which includes children)

NUMBER OF ATTENDANTS REQUIRED: \_\_\_\_\_ One \_\_\_\_\_ Two \_\_\_\_\_ Three  
(4 Hour Minimum per Attendant at \$20.00/hour) = Attendants are with you from the start of the function through clean up. You will need to pay the guards the night of the event. Please reference the Rules.

## Attendant Requirements:

NO ALCOHOL		ALCOHOL	
People	Attendants	People	Attendants
1 – 50	0	1 – 50	1
51 – 100	1	51-100	2
101 – 150	2	101 – 150	3

**THE FOLLOWING ITEMS MUST BE TAKEN CARE OF AS NOTED BELOW: Failure to complete them all will result in cancellation of your rental, with no refund of any money paid.**

\_\_\_\_\_ RENTAL AGREEMENT/CONTRACT & FORMS SIGNED at least 30 days prior to event.

\_\_\_\_\_ RENTAL FEE PAID IN THE AMOUNT OF \$\_\_\_\_\_ at least 30 days prior to event.

\_\_\_\_\_ SECURITY DEPOSIT IN THE AMOUNT OF **\$500.00** at least 15 days prior to event.  
Small Party room Security Deposit is \$250.00 – Paid at least 15 days prior to event.

\_\_\_\_\_ HOMEOWNER INSURANCE DECLARATION AND RIDER ON FILE / Current Certificate of Insurance that names the Association as Additional Insured is required for any rentals. \*Failure to provide the necessary proof of insurance will cause the cancellation of your function. NO EXCEPTIONS to the proof of insurance requirement!!

## Rental Fees:

Large Room (Clubhouse) daytime rental (ending by 4:00pm) = \$265.00

Large Room (Clubhouse) nighttime rental = \$365.00

Small Party Room (anytime) = \$50.00

Small Party Room (anytime) with kitchen use = \$75.00

# CLUB HOUSE RENTAL AGREEMENT

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. VIOLATIONS OF THIS AGREEMENT AND CLUB HOUSE RULES CAN RESULT IN THE EARLY TERMINATION OF YOUR FUNCTION AND THE FORFEITURE OF YOUR SECURITY DEPOSIT. RENTAL FEES ARE NON-REFUNDABLE.**

The undersigned hereby assumes full responsibility for the Club House at 3000 Club Tree Drive, Streamwood, Illinois, as well as for any damage of loss to the Club House or its furniture or furnishing and hereby released and agrees to hold The Oaks Improvement Association harmless for any and all claims which might arise as a result of the use of said Club House and related facilities by the undersigned, and my (our) guests, and further agrees to indemnify The Oaks Improvement Association for any and all costs resulting from such use.

I (We) understand that if the Club House checks out after my (our) function to be in the same condition it was in when checked in then (we) could receive a refund of my (our) Security Deposit. **It is noted that the Association reserves a 7-day checkout period or until the next scheduled event, whichever comes first.**

I (We) further understand that if any of the Club House Rules are violated in any manner then my (our) function will be shut down, I (we) and my (our) guests will vacate the Club House immediately, and I (we) will forfeit any and all money given The Oaks Improvement Association (both Rental Fee and Security Deposit) for renting the Club House.

I (We) also hereby acknowledge that I (we) have received a copy of the Club House Rules and understand that they must be complied with completely without exception. I (We) further understand that no Board Member, Club House Coordinator, Property Manager, Security Guard, or any Agent of The Oaks Improvement Association has authority to waive or modify any of the Club House Rules.

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE OF FUNCTION: \_\_\_\_\_

SCHEDULED START TIME: \_\_\_\_\_

SCHEDULED END TIME: \_\_\_\_\_

## EXPLANATION OF SECURITY DEPOSIT AND IMPOSITION OF ADDITIONAL CHARGES

When you rent the Club House at The Oaks Improvement Association you are required to post a Security Deposit. This deposit is security for any damage that may be caused to the Club House, its furniture and/or equipment, and as security for any fines that may result as a violation of any Club House Rules. It is also a deposit that may be used to (a) reimburse the Association in the event our cleaning company (which cleans up after every party) is required to do additional cleaning above and beyond that which is normally required, and/or (b) pay the Security Guard(s) in the event you fail or refuse to make such payment at the close of your function.

For example, if the cleaning company is required to mop the floor several times to remove spilled beverages that you failed to clean up the Association will be charged an extra hourly fee for having this work performed. This cleaning charge is currently \$25.00 per hour. The same is true for such items as removing tape from walls, gum from the floors and mats, cleaning the kitchen stove, excessive cleaning in bathroom, or picking up trash and other debris from inside or outside the Club House that you failed to pick up and place in the dumpster.

Quite simply, if the Association is charged extra (above our normal contract cleaning price) then these additional charges will be charged to you and subtracted from your Security Deposit. It is further noted that should any items that are kept in the refrigerators be used or damaged then the replacement cost and a fine will be imposed upon the person renting the clubhouse, which will be deducted from your security deposit.

Additionally, the Association reserves the right to charge the Home Owner who has rented the Club House for any and all damage and repair costs that exceed the amount of the Security Deposit. For example, if you have posted a \$500.00 deposit and a tempered glass window worth \$800.00 is broken during your party by you or one of your guests, the Association will forfeit the \$500.00 Security Deposit and charge your account for the other \$300.00. The amount of the Security Deposit is not the extent of your potential liability for damage to the Association's facilities.

It is expressly understood that the Security Deposit may need to be deposited and that should the payment be deposited and subsequently returned for Non Sufficient Funds that a NSF fee of \$25.00 will be incurred for which the Owner/Renter will be solely responsible for as well as immediate remittance of the Security Deposit – via certified funds.

I (We) have read this explanation and understand the purpose of the Security Deposit that is being given and that I (we) may be liable for additional cleaning charges and damages charges.

I (We) further understand that my (our) Security Deposit will not be refunded until the Board of Directors of The Oaks Improvement Association has an opportunity to review the report on my (our) function and determines whether or not any deduction from such deposit is warranted.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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HOMEOWNER'S SIGNATURE

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HOMEOWNER'S SIGNATURE

## ATTENDANT AGREEMENT ALCOHOL RULES

I (We) understand that when reserving The Oaks Improvement Association Club House, located at 3000 Club Tree Drive, Streamwood, Illinois, one or more Security Guards will be required and will be present at all times (unless specifically waived by the Board of Directors).

The number of Security Guards required is based on the attendance at the function. There is a four (4) hour minimum charge for Security Guards. Security Guards are required to be present from the time the function commences until all parties have vacated the premises, and clean up is completed. It is noted, however, that only 1 attendant is required to be present during clean up time.

I (We) further understand that it is my (our) responsibility to pay the Attendants or Guards for the services provided. The Attendant is paid on an hourly basis (currently \$20.00 per hour per Guard) and is to be paid immediately following the conclusion of my (our) function. The services of the Attendants are **not** included in either the Club House Rental Fee or the Security Deposit. The Attendants will **not** accept personal checks. Attendants are paid for the entire period of time they are present, which includes the hour for clean up. Payment should be remitted via cash, cashiers check or money order.

**I (We) further understand that the sale of alcoholic beverages at my (our) function is absolutely prohibited and that no fee of any kind may be required of any guest for the privilege of being served alcoholic beverages. Any alcoholic beverages served at my (our) function must be provided free-of-charge to my (our) invited guests.**

I (We) further understand and agree that if I (we) serve alcohol to a minor, or allow a minor to be served, whether or not I (we) know that person is a minor, (I) (we) will forfeit the entire Security Deposit paid for the use of the Club House, and also understand that any Officer, Director, Property Manager, Security Guard or other Agent of The Oaks Improvement Association will require, without exception, that my (our) function be immediately terminated and I (we) and all guests shall immediately vacate the Club House upon the direction of such Officer, Director, Property Manager, Club House Coordinator, Security Guard or Agent. Failure to vacate the Club House upon such direction shall result in the filing of a criminal complaint for trespass to property.

I (We) understand that no alcoholic beverages may be served prior to the time the Security Guard or Guards arrive at the scheduled time for the function to begin or after the designated closing time and that a violation of this Rule will result in my (our) function being immediately terminated and our Security Deposit forfeited.

I (We) further agree to hold The Oaks Improvement Association harmless and free of any claims or liability which may arise as a result of my (our) serving of any alcoholic beverages to a minor and/or adult guest, and further agree to indemnify The Oaks Improvement Association with respect to any and all such claims or liability.

DATE: \_\_\_\_\_

\_\_\_\_\_  
HOMEOWNER'S SIGNATURE

DATE: \_\_\_\_\_

\_\_\_\_\_  
HOMEOWNER'S SIGNATURE

**LIMITATION ON NUMBER OF PERSONS ALLOWED  
AT NON-ASSOCIATION SPONSORED CLUBHOUSE FUNCTIONS**

The Board of Directors of The Oaks Improvement Association has set the maximum number of persons allowed at a Club House function at one hundred fifty (150). This limitation does not apply to Association-sponsored functions.

Children, regardless of age, are counted in the maximum number allowed.

The Attendants, Property Manager, or any Director will enforce this limitation and may, if necessary, cause the function to be terminated for failure of the host to comply with this requirement.

If your function is by "invitation only" you must inform the Attendant(s) of this requirement. However, it is the host's responsibility, and not the Association's (or its employees or agents), to enforce the "invitation only" requirement and to insure compliance with the one hundred fifty (150) person maximum limitation.

It is duly noted that a Director or the Property Managers may drop into the party or function, at anytime, to verify the amount of people present.

**I (We) understand that our failure to comply with the one hundred fifty (150) person maximum limitation may result in our function being canceled and the forfeiture of our Security Deposit for violation of such limitation.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
HOMEOWNER'S SIGNATURE

DATE: \_\_\_\_\_

\_\_\_\_\_  
HOMEOWNER'S SIGNATURE

**CLUB HOUSE SUBLET RENTAL FORM**  
**(Only for Rentals by Tenants)**

Dear Owner:

Under the Declaration and By-Laws of The Oaks Improvement Association, residents have the right to use the Club House facilities on a reservation-only basis, provided the assessment account is paid up to date at the time of the Club House function.

We have a request from your tenant, \_\_\_\_\_,  
who resides at \_\_\_\_\_, Streamwood, Illinois, for  
permission to use the Club House on \_\_\_\_\_, for the purpose of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenants must have permission from their non-resident owner(s) in order to use Association facilities, as ultimately you are responsible for any damage caused to the facilities not covered by the security deposit that your tenant will be required to post. This deposit is refunded if there is no damage or additional cleaning charges incurred for cleaning the Club House.

We are asking that you sign the bottom of this form giving your tenant permission to use the Club House on the date set forth above and for the purpose specified. If this form is not signed and returned at least seven (7) days prior to the date of the intended function, we will assume that you have not agreed to the conditions stated in this letter and the function will be canceled.

**PERMISSION FOR RENTAL**

I, \_\_\_\_\_, agree that my tenants may use the Club House as stated above and with the understanding that I am responsible for any and all damage and/or cleaning charges not covered by the security deposit to be posted by my tenant.

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(Please provide a contact phone number)

\_\_\_\_\_  
We hereby certify that all statements are true and accurate to the best of our knowledge:

\_\_\_\_\_  
(owners initials)

\_\_\_\_\_  
(renters initials)

# CLUB HOUSE CHECKLIST

Note: Only scotch tape may be used to attach any decorations. Tape may not be applied to any painted walls, any wood surfaces (including window and door trim). The Association will repair any damage caused by the use of tape and the cost deducted from your security deposit. Additionally, no push pins or similar may be used to hang decorations.

1. Wipe clean and return all folding chairs to their rack and place back in closet.
2. Wipe clean and then stack all tables on their rack and return to their storage room.
3. Pick up all debris from floor and empty all ashtrays.
4. Pick up all debris, if any, from the outside of the Club House caused by guests at your function.
5. Empty all trash cans (including those in the kitchen and all rest rooms). NOTE: you are responsible to supply all replacement trash bags.
6. Make sure kitchen and rest rooms are thoroughly cleaned. Counters wiped down, spills mopped up, etc.
7. The floors should be swept clean, all debris cleaned up. You do not need to wet mop the floors but they must be cleaned up via dry mopping/sweeping.
8. If applicable, clean out and wipe down the beverage (Rubbermaid) container in the bar room.
9. Turn off all ceiling lights, including those in the kitchen and rest rooms. If the air conditioner or heat has been turned on you must make sure it is turned off. Should any of these items be left on you will be charged a reasonable fee to cover the electric or gas expenses incurred.
10. Do not leave until all guests have left. You are responsible to make certain everyone has vacated the premises.

You will have one hour to clean up after the end of your function. Any cleaning not completed by that time will be completed by the cleaning company and you will be charged for such cleaning at the rate of \$25.00 per hour, with a one hour minimum.

It is noted, and by virtue of your signature, understood that the Association reserves a 7 day check out period to inspect and report back on the status of the clean up. Furthermore should it be necessary the Association will deposit the \$500.00 security deposit (if this has not already been done). If the Association needs to process your security deposit and return a balance, less any deduction, this process can take a few weeks.

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Date)



## VII. RULES FOR RESERVING AND USE OF THE CLUBHOUSE

### PART ONE

#### A. ELIGIBILITY

Only Lot Owners of The Oaks Improvement Association, who are Members in Good Standing, or Tenants of Members in Good Standing, may reserve the Club House for private parties and private functions. Tenants must submit written permission completed by the Lot Owner prior to being able to rent the Club House. No person under the age of twenty-one (21) may reserve the Club House unless that person is head of a household and has obtained the approval of the Board of Directors. The Board of Directors / Property Manager will make the final determination as to the eligibility of all potential users of the Association Club House.

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#### B. PRIVATE PARTIES AND/OR FUNCTIONS

Private parties and/or functions are defined as activities not directly sponsored by the Association such as, but not limited to, wedding receptions, baptisms, political meetings, graduation parties, family reunions, family parties and celebrations.

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#### C. INSURANCE

Any resident using the Club House for a private party or private function at which a non-resident will be present must forward any claims arising from personal injury at such private party or private function to the organization providing his or her personal liability insurance. Proof of insurance must be presented prior to the date of the intended private party or private function.

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#### D. ATTENDANCE OF RESIDENT RESERVING THE CLUBHOUSE

The resident (Lot Owner or Tenant of a Lot Owner) in whose name the reservation is made MUST be present at all times during the private party or private function.

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#### E. WHAT THE CLUB HOUSE CANNOT BE USED FOR

The Club House may not be used for private parties or political fund raisers with the idea or promotion of private and/or personal regular business, for example: Tupperware, Avon, Amway or other profit making activities without a formal written request being presented to the Board of Directors for formal Board approval. Additionally, the Club House may not be rented for the purpose of subletting. No entrance fee or head charge may be imposed without prior written Board approval.

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#### F. CHILDREN AND YOUNG ADULT PRIVATE PARTIES

Private parties and private functions for children or young adults under the age of twenty one (21) must have full time adult supervision. A minimum of two (2) adults must be present at all times, with one of the adults being the Lot Owner reserving the Club House.

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#### G. LIMITS ON RESERVATIONS

The Club House may not be reserved more than twice a month for a private party or private function by the same resident without prior, specific written authorization from the Board of Directors. It is the responsibility of the resident wishing to exceed the limit set forth above to petition the Board for an exception.

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#### H. MINIMUM AND MAXIMUM ALLOWABLE TIME FOR RESERVING THE CLUB HOUSE

Reservations must be booked with the Club House Events Coordinator or Property Manager not less than ten (10) days prior to the intended date for the private party or private function. Provided that proper attendants can be scheduled. Exceptions to this Rule may be granted by the Board of Directors and/or its designated agent provided that no more than one (1) exception is granted to any one resident in any calendar year.

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#### I. RESPONSABILITIES OF RESIDENTS BOOKING THE CLUB HOUSE

The resident booking the Club House is responsible for making necessary arrangements to (a) complete all required paperwork and make all required payments and (b) arranging for post private party or post private function clean up during the one (1) hour clean up period provided.

The resident booking the Club House is responsible for turning off all lights, the oven, burner, making sure the attendants lock all doors and removing all decorations, tape, garbage and refuse resulting from the private party or function. All refuse is to be placed in the large dumpster located west of the Club House near the Pool House. All folding tables and chairs are to be returned to their respective storage rooms at the end of the private party or function.

The resident and all private party or private function guests using the Club House have the responsibility to obey the Parking Rules. It is the sole and complete responsibility of the resident booking the Club House to ensure compliance with such Parking Rules. The Lot Owner renting the clubhouse is responsible for making sure all cars are legally parked.

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## J. MAINTENANCE OF ORDER

Private parties and private functions using the Club House must refrain from creation of excessive noise. Whether or not noise is excessive will be determined by the Attendant(s) on duty or any Director of the Association. The resident booking the Club House will be held completely and solely responsible for maintaining order during any private party or private function.

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## K. CLUB HOUSE CURFEW; MUSIC CURFEW

Sunday through Thursday any private party or private function at the Club House must end no later than 10:00pm and any music must cease no later than 10:00pm. On Friday or Saturday any private party or function at the Club House must end no later than 11:00pm and any music must cease no later than 11:00pm.

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## L. MULTIPLE SCHEDULING

No more than one (1) private party or private function may be booked for the Club House on the same day, unless specific arrangements are made in advance with the Board of Directors.

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## M. ATTENDANTS

One or more Attendants are required to be present at all private parties and/or private functions (unless waived by the Board of Directors or by the Property Manager in accordance with written policies to that effect). The Association will assure that such Attendants arrive no later than fifteen (15) minutes prior to the scheduled start time for the private party or private function.

The cost for the Attendants will be paid, in advance, by the resident booking the Club House at the rate established by the Board of Directors. There shall be a four (4) hour minimum charge for Attendants at all private parties and/or private functions.

Attendants must be present at all times. No one may release the services of the Attendant other than the Director assigned to the Club House duty for the private party or private function in question. Failure of the Attendant to be in attendance throughout the private party or private function, as a result of being dismissed by the resident booking the Club House or a guest, shall result in the forfeiture of the Security Deposit.

During the clean up hour only one attendant is needed to be present. Such time shall be paid to the Attendant at the regular hourly rate, established by the Board of Directors.

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## PART TWO

### A. BOOKINGS

Club House bookings shall be taken on a first come, first served, basis from Members in Good Standing in the Association. If the resident wishing to reserve and use the Club House is a Tenant of an Owner both the Tenant and the Owner must be in good standing with the Association. There are absolutely no exceptions to this Rule and the Board of Directors shall not grant a waiver of this Rule under any circumstances.

- All bookings shall be on forms designated and provided by the Association for that purpose (See Forms Appendix)
- The Board of Directors or its designated agent(s) shall be responsible for informing the residents who are not in good standing that they are not able to reserve and use the Club House.
- The Board of Directors or its designated agent(s) shall not allow any resident to book the Club House more than twice in any given calendar month for a private party or function (unless such resident is given written permission from the Board of Directors or its designated agent(s) granting such permission).
- The Board of Directors or its designated agent(s) shall maintain a Club House Reservation Book which shall, at a minimum, contain twelve (12) month revolving calendar and shall contain all relevant reservation forms relating to each private party or function that has been booked.
- The Board of Directors shall have sole and complete authority to establish the amount of (a) Club House Rental Fee, (b) Security Deposit, (c) the number of attendants required and their compensation, and (d) the allowable occupancy level for the Club House functions. Any and all Club House rental forms used by the Association for the rental of the Association Club House are incorporated into these Rules and Regulations as though more fully set forth herein in their entirety.

I have read these Rules and Regulations and agree to abide by all of the terms stated within.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

**CLUBHOUSE RENTAL HOLD HARMLESS AGREEMENT.**

THIS AGREEMENT is being made by and between the Oak Improvement Association (the "Association") and \_\_\_\_\_ (the "Owner"), the owner of Unit \_\_\_\_\_ in the Association located in Streamwood, Illinois.

In consideration of good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Owner, agrees to hold harmless the Association, its Board of Managers, and its members, agents, contractors, designee and employees from and against any and all claims, liabilities, judgments, costs or expenses of any kind whatsoever, and hereby agrees not to sue and waives and releases any claims against the foregoing parties, which arise from or are in any way related to the use of the Club House at the Association.

Owner further acknowledges and agrees that a deposit has been paid to the Association in the amount of \$500 and, in the event that any violation of any covenants or Rules and Regulations or laws take place during the party, Owner shall forfeit the security deposit, and rental fee to the Association as a fine for said violation, after notice and an opportunity for a hearing has been provided. Additionally, if any damage is caused to Club House, Owner further agrees that the Association shall retain said security deposit to pay for any and all repairs.

IN WITNESS OF THE FOREGOING, the Association and the Owner have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Oaks Improvements Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Date

