



Property Owners' Association
 14A157 Canyon Club Drive, Apple River, IL 61001
 Phone (815) 492-2238, Fax (815) 492-2160

For Office use only

Deposit rcvd _____
 Insurance rcvd _____
 Deposit returned _____

CLUBHOUSE RENTAL AGREEMENT

RENTAL DATE _____ TIME _____

PROPERTY OWNER RENTING CLUBHOUSE (hereinafter referred to as Lessee)

Name: _____ Phone _____
 Address: _____ Lot # _____

NAME OF PERSON USING CLUBHOUSE

Name: _____ Phone: _____
 Address: _____ Lot # _____

RENTAL FEE: Please make check payable to ACLPOA in the amount of your rental fee (see chart below) and return with completed agreement. Requested date will not be finalized until rental fee and agreement are returned.

| <u>Purpose</u> | <u>Number in Party</u> | <u>Fri/Sat</u> | <u>Sun-Thurs</u> |
|--|------------------------|----------------|------------------|
| Receptions/Parties | 1-75 | \$125 | \$75 |
| (Private PO events NOT Scheduled by Comm. Director. Kitchen and dance floor included.) | 76-150 | \$275 | \$175 |
| | 151-250 | \$450 | \$325 |
| Business Meeting (weekdays only) | 1-100 | | \$ 75 |
| (Dance floor not include) | over 100 | | \$175 |
| ACL Club Fee: | \$ 25 | | |
| (Non-ACL sponsored events: parties, fundraisers, ETC. does not include monthly meetings) | | | |
| ACL Employee (restrictions apply) | \$ 50 | | |

SECURITY DEPOSIT:* A security/damage deposit is due within 30 days of the rental in the amount equal to the cost of rental as and for security deposit of our premises. This deposit will be refunded by ACLPOA within 30 days of the completed event based on the satisfactory condition of the facility.

CANCELLATIONS: Cancellations made within

| | |
|-------------------------|---------------------------|
| 120 days of rental date | full refund of rental fee |
| 90 days | 75% refund of rental fee |
| 60 days | 50% refund of rental fee |
| 30 days or less | no refund of rental fee |

* Security Deposit will be refunded in full in the event of a cancellation regardless of when cancellation is made.

PLEASE CIRCLE ONE: The lessee (WILL) or (WILL NOT) serve liquor at the party.

NOTE: If complimentary alcoholic beverages are provided to the guests of the lessee, the lessee must provide ACLPOA with a copy of their homeowner's insurance that shall stipulate that the lessee has host liquor liability. (See policy-page 3)

This agreement made the _____ day of _____ 20__ between Apple Canyon Lake Property Owner's Association, Inc. (hereinafter referred to as ACLPOA) and _____ for the rental use of the ACL Clubhouse.

It is mutually agreed that this Agreement grants the lessee and guests use of the ACL Clubhouse for the sole purpose of _____ with an expected attendance of _____ guests on the day of _____, between the hours of _____ & _____.

In consideration of the privileges hereinafter granted by ACLPOA, Lessee is hereby granted the right to occupy and use the ACL Clubhouse for the purpose set forth, subject to the terms and conditions of this agreement. ACLPOA shall permit Lessee the exclusive use of the Clubhouse for the purpose, date and time listed above.

(more)

Lessee shall be required to submit the amount equal to the cost of rental with the ACLPOA as and for security deposit of our premises. In the event of damage to or the need for additional cleanup of premises, ACLPOA specifically reserves

the right to off set the security deposit in and equal to the cost of repair or cleanup. In the event that the damages exceed the amount deposited, Lessee will be required to pay all cost and expenses, including attorney's fees and court costs incurred by ACLPOA in repairing or enforcing any of the terms, provisions and covenants provided herein. In addition, any linens or materials that are the property of ACLPOA that are used by the lessee must be laundered, pressed and packaged as received and returned to ACLPOA before the security deposit will be returned.

LESSEE RESPONSIBILITIES

1. Lessee shall be responsible for clean-up related to the use and occupancy of the premise. All lights and kitchen appliances must be turned off and cleaned. All garbage must be bagged and left on tile floors. Premises must be returned to the original condition subsequent to the rental. Clean-up charges will be deducted from the deposit if the premises are not returned to their original condition.
2. Lessee agrees to pay ACLPOA for the rights and privileges herein granted the amount set forth below: The Sum of _____ for the use of the clubhouse. The sum of an additional fifty and 00/100 dollars per hours for any rental that exceeds six (6) hours.
3. Lessee agrees that authorized ACLPOA personnel shall have access to the premises at all time.
4. Lessee agrees to indemnify and save harmless ACLPOA, its officers, agents and employees from any and all claims, cause of action accruing to or resulting from any damages, injury or loss to any person, caused by, arising out of, or any way connected with, exercise of the Lessee and its guests of the privileges granted.
5. It is mutually agreed that this Agreement and the privileges granted or any part of the agreement cannot be assigned or otherwise disposed of without the written consent of ACLPOA.
6. It is mutually understood and agreed that no alteration of variation of this agreement shall be valid, unless made in writing and signed by parties, and that no oral understanding or agreements not incorporated here and no alterations or variations of the terms of this agreement unless in writing & signed by the parties shall be binding upon any of the parties.
7. The privilege here granted according to the laws of the state of Illinois and any applicable local ordinance and Lessee agrees to abide by the laws and local ordinances.
8. There is a limit of 250 people as per State Fire Marshal. Seating capacity will be less depending on room set-up. ACLPOA has chairs and tables available to seat 120 banquet style comfortably. Additional chairs and tables must be supplied by the Lessee. All serving is to be in buffet style in front of the kitchen. Serving stations around the room are not allowed. Cakes may be set up inside the cement pillars.
9. All food and drinks served by the Lessee must comply with applicable state and local food and liquor laws.
10. If complimentary alcoholic beverages are provided to the guests of the lessee, the lessee must provide ACLPOA with a copy of their homeowner's insurance that shall stipulate that the lessee has host liquor liability coverage.
11. Lessee is responsible for their guests and will supervise the actions of its guest and will exercise reasonable precaution of ACL property.
12. No tacks or scotch tape will be used for decorations. Hooks may be used on the cedar trim throughout the Clubhouse for attaching decorations.
13. No galvanized tubs of any kind may be used inside the Clubhouse.
14. There is absolutely NO SMOKING in any ACL buildings.

IN WITNESS the parties have caused this agreement to be executed on the _____ day of _____ 20_____.

I have read, understand, and agree to comply with the rules set forth above

LESSEE: _____ date: _____

ACLPOA: _____ date _____

Paula Lange
General Manager, ACLPOA



RENTAL INFORMATION FORM/CHECKLIST

Rental: _____

Date and Time of Event: _____

Primary Contact Person: _____ Phone Number _____

Date and Time for Set-up: _____ Date and Time for clean-up _____

NOTE: Clean-up must be completed by 11am the day following the event. If clean-up is not completed and ACL must clean, Lessee will be charged \$20 per hour.

Is the meal to be catered? _____ If yes, Name and phone number of caterer. _____

What is the date and time the caterer needs access to the kitchen? _____

Have you hired a DJ service? _____ If yes, state DJ service here. _____

When does DJ need to set up? Date & Time _____

Will alcoholic beverages be SOLD? _____ **Will you provide complimentary alcoholic beverages?** _____

PLEASE NOTE:

In accordance with ACL's Rules and Regulations: If you are **selling** liquor contact the Jo Daviess County Clerk Office 1-815-777-0161 for a temporary liquor license. The permit needs county board approval so submit early. If liquor will be sold or paid for by a "tip," a certificate of dram shop insurance must be provided to our office. Certificate shall be for not less than \$500,000 and shall show Apple Canyon Lake Property Owner's Association Inc. as the insured party. If you are giving alcohol away a certificate of insurance specifying you have Host Liquor Liability must be on file. If an outside agency is providing bar service a copy of their insurance must be on file and the copy must specify they are insured for off-premises service in an amount not less than \$500,000. (See page 4)

| Available Equipment | Specify | Date | Storage Location |
|--------------------------------------|-----------------------|------|------------------------------------|
| Coffee Pot 30 cup 50 cup | | | Kitchen |
| Refrigerator | | | " |
| Freezer | | | " |
| Stove | | | " |
| Microwave | | | " |
| Garbage Bags | | | " |
| Tables | Specify Number | | Equipment Closet |
| 14 - 60" (8 wd lam/6 resin) | | | " |
| 3 - 46" round resin | | | " |
| 10 Card tables | | | " |
| 22 - 96" Banquet (8 wd lam/14 resin) | | | " |
| 5 Wooden Tables (approx: 32" x 67") | Permanent | | " |
| Chairs | Specify Number | | Recreation hall |
| 30 Blue Cushion chairs | | | " |
| 205 Black Cushion chairs | | | " |
| 6 Benches | | | " |
| 60 Metal folding chairs | | | " |
| Hand held Microphone | | | Arrange with Comm. Director |
| TV/VCR/DVD | | | Key available from office |
| Bar | | | |
| Easel | | | |
| Podium | | | |



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ACLPOA POLICY
SERVING/SELLING ALCOHOLIC BEVERAGES IN ACL CLUBHOUSE
(These guidelines supersede all language in Clubhouse Rental Agreement)

If you are renting the ACL Clubhouse and will be giving away or selling alcoholic beverages, please provide the following to the Communications Director at least two weeks before the event:

If lessee is giving away alcoholic beverages as part of your event and lessee is providing bar service:

Lessee MUST provide ACL with a certificate of insurance or certificate of Lessee's homeowner's insurance that stipulates the lessee has host liquor liability coverage, which:

- Names ACLPOA as additional insured on the date of the event.
- Stipulates coverage extends to off-premise locations.
- Shows limits of liability not less than \$500,000.

If Lessee is giving away alcoholic beverages as part of the event and an outside agency (caterer) is providing bar service:

- Same guidelines as above, however lessee must provide ACL with a certificate of insurance of the agency or caterer providing service.

If alcoholic beverages will be sold, being paid for by "tip":

- Same guidelines as above
- Provide ACL with County Permit

(If you are selling liquor, contact the Jo Daviess County Clerk's Office (815) 777-0161 for a temporary liquor license. The permit needs county board approval so it is necessary to submit early.)

If liquor is being purchased from a distributor

- A state liquor license is also required in addition to the temporary liquor license.
- Certificate of Dram Shop Insurance: A Certificate of Dram Shop Insurance for not less than \$500,000 which names Apple Canyon Lake Property Owners' Association, Inc. as additional insured.

I have read the ACLPOA Policy regarding alcohol in the Clubhouse _____
Lessee signature date