

**VILLAGE IV ORGANIZATION
POOL RENTAL AGREEMENT
MONDAY--THURSDAY
5PM—8PM**

Pursuant to the Village IV Organization Board of Directors actions approved at the April 26, 1989 regular monthly board meeting, and amended at the September 27, 1995 Village IV Board Meeting, the following rules and regulations agreement will be entered into by BOTH the member, who wishes to rent the Clubhouse Pool Facility and Village IV.

I. AGREEMENT

- A. The host member will forfeit the \$150 Damage Security Deposit if there is a violation of any of the conditions set forth in this Pool Rental Agreement.
- B. All conditions subject to this agreement are valid only when signed by both the homeowner and the Village IV Organization management.
- C. Pool Party Rentals will not be permitted to remain after 8:00 PM. The hosting shall allow adequate time for cleanup prior to the 8:00 PM deadline or automatically forfeit the Damage Security Check. Pool Party Rentals will not be permitted to start before 5 PM.
- D. Any changes to this agreement requires a separate written attachment signed by both parties.
- E. No activity of any kind may be engaged in that will disturb or interfere with the rights and privileges of other members wishing to use other clubhouse facilities.
- F. The HOST Member must be present at all times during the party. If the host member is found not to be present: The POOL RENTAL AGREEMENT will be terminated immediately. Guest and members attending the pool will be directed to leave the deck and clubhouse.
- G. Pool Rental Agreement is strictly for the Pool Deck and Locker Rooms. Pool Rentals will NOT be allowed to utilize the upper level or the lower levels of the clubhouse including game rooms, saunas, spas, lounge etc.
- H. The Pool Rental is limited to a maximum of 50 people.
- I. **Pool Rentals do not permit alcoholic beverages to be served.**

II. Cancellation Policy

- A. The member may cancel the rental within 8 days or more notice without penalty.
- B. Rentals that are canceled within 7 days or less notice will be charged a \$50 penalty fee.
- C. If the Rental is canceled by the Organization for any reason a full refund will be made to the member. The Village IV Board has authorized management to deny access to the facilities at its discretion, without recourse or liability to the Village IV Organization, its management, staff, Board of Directors, or individual homeowners, whenever and wherever management deems it necessary for:
 - 1. The protection and safety of its members, their guests, and staff or for the,
 - 2. Scheduling of a priority Village IV Organization event or authorized meeting.

III. Assumed Liability on Part of the Hosts and Guests:

- A. The host, other members and guests in attendance at the party shall use the Organization's facilities at their own risk and accept full responsibility for their actions.
- B. The host member [the signature(s) of this agreement] shall be responsible for the behavior of their guests, including other Village IV members in attendance of the party and/or any host hired agent or persons, for any damage, physical, personal or otherwise, caused by anyone in attendance at the party.
- C. Liability of the host shall include reasonable attorney's fees and other costs incurred by the Organization in the recovery of such damages.

IV. Acceptable Forms of Payment

- A. **CHECKS:** Two individual checks made payable to the Village IV Organization will be required to accompany the rental agreement. Checks will be accepted from homeowners and qualified leaseholders only.
 - 1. **\$150 Damage Security check:** This check will be attached to the rental agreement. This check will only be deposited as full or partial payment for:
 - a. Repairs of damages to the facilities due to the actions of the member and/or guests attending the party. The host is responsible for all moneys in addition to and not limited by the full amount of the Damage Security Check. Replacement and/or repair charges will be based on reasonable costs. Charges will be billed to the host and appear as a lien obligation on the member's Village IV assessment billing until the account is paid in full.
 - b. Those rental hours that exceed the 8:00 Departure Time.
 - c. The violation of any of the rules and regulations published in this agreement.
 - 2. **\$100 Rental Deposit Check:** The Rental Deposit check will be deposited and the rental fees of \$20 per hour deducted for the use of the Pool Rental. The net from the Rental Deposit check will be refunded and mailed 7 to 10 days after the rental date.
 - 3. **Third Party Checks** are prohibited by the Organization's Membership Rules and will not be accepted.
- B. **Money Orders** are required for rental confirmations with less than 7 days notice for both the Rental Deposit Check and the Damage Security Check. Management **will not accept cash** for party confirmation payment or damage security.

V. Rental Fee Structure:

- A. Monday-Thursday: \$20 per Hour
- B. RENTAL TIME CALCULATIONS:
 - 1. **Rental time begins** when the hosting member and their volunteer help arrive to occupy the pool deck with the purpose of setting up and preparing for the party. Members generally need to come at least one half- (½) hour before the guests arrive with enough help to set up tables and chairs, decorate and prep for the food and beverages.
 - 2. **Rental time ends** when the hosting member and their volunteer help depart the pool deck after completing the cleanup as outlined in this rental agreement. Members generally need to allow at least one half- (½) hour after the guests leave with enough help to clean up.
- C. Rental charges will be calculated on the quarter hour should the host sign out on the contract agreement after the top of the hour.

VI. Pool Rental Conditions

- A. **RESTRICTED USE OF THE CLUBHOUSE FOR RENTALS**
The hosting member shall instruct all guests and members attending the party that the use of the facilities is limited to the Pool, Pool Deck and Locker Rooms and that these facilities shall

remain accessible to the membership. Members wishing to use the pool facilities may do so without interference from the party guests, hosts or agents hired by the host.

The clubhouse party room, game rooms, saunas, television lounge, fitness and spa facilities are not considered part of this rental agreement.

B. ATTENDANCE LIMITED TO A TOTAL OF 50 GUESTS & MEMBERS

Total guests to be expected cannot exceed the Board Policy Capacity of 50. Management reserves the right to cancel the rental agreement when the party's attendance exceeds the maximum 50 people (including children). The host will also automatically forfeit the Damage Security Check.

C. UNAUTHORIZED PARTIES:

Bachelor, Bachelorette and Coming of Age Parties are not permitted by the Village IV Organization's membership rules. Management reserves the right to cancel the party when the party's purpose is apparently an unauthorized bachelor, bachelorette, or coming of age event. The host member will automatically forfeit the Damage Security Check.

D. MEMBERS IN GOOD STANDING:

The homeowner's or lease holder with membership rights must be a member in good standing and must have their assessment payments current at the time of the booking and be current at the time of the scheduled party date.

E. SAFETY CONTROLS:

No activity of any kind may be engaged in that will endanger life or property or create any additional insurance risk. Management reserves the right to be sole judge in this matter.

F. BOARD AUTHORIZATION:

The Village IV Board has authorized management to deny access to the facilities at its discretion, without recourse or liability to the Village IV Organization, its management, staff, Board of Directors, or individual homeowners, whenever and wherever management deems it necessary for the protection and safety of its members, their guests, and staff.

1. The Board reserves the right to suspend all privileges, as authorized in the Organization's Corporate Declarations, of the member(s) who misuses and or abuse any of the Organization's common interests and recreation amenities.

2. Should any aspect of the agreement be broken, the Village IV Organization has authorized management the right to terminate the conditions of this agreement without liability to the Organization, Board of Directors, Agents of the Board, Employees of the Board and/or homeowners of the Organization and assess all fees and charges applicable

G. UNINVITED GUESTS:

It is the host's responsibility to notify the club staff of any unwanted guests in attendance. The host will held responsible for all actions of their guests and/or any host hired agent or persons. Management may require guests to sign a guest register upon entering the pool deck.

H. APPLIED GUEST RULES: No combination of homeowners, utilizing the guest per card rules will be allowed to combine their guest privileges for the purpose of avoiding the required pool rental agreement prior to using the pool deck for the purpose of a party without entering into the pool rental agreements and preparing checks made payable to the Organization.

I. PROFIT MAKING PARTIES:

The Village IV Organization is an Illinois State Registered Not-for-Profit Corporation. The host will not be permitted to book the pool deck for profit making ventures.

J. FEDERAL, STATE, COUNTY, VILLAGE OF WOODRIDGE, LAWS & ORGANIZATION RULES:

The host and all guests shall obey all the laws, rules and regulations as set forth by the Federal Government, Sate of Illinois, Village of Woodridge, County of DuPage, and Village IV Organization as they pertain to and effect the operation of the Organization's clubhouse and pool facilities.

K. ALCOHOLIC BEVERAGES:

Alcoholic beverages will not be served to anyone at a Village IV Pool Rental. Violation of the Alcohol Consumption Rule for Pool Rentals will result in the immediate termination of the party and loss of the DAMAGE SECURITY CHECK.

L. POOL RENTAL AGREEMENT - HOST CLEAN UP RESPONSIBILITIES

1. A general clean up, shall be completed by the host as part of this agreement. A general clean-up including the bagging of all garbage, sweeping of the pool deck used for food service, removal of all tape and staples used to hang decorations, wiping down table tops, and the removal of all unused foods. If in the opinion of management, conditions warrant additional cleaning, labor charges will appear on the host's Damage Security Deposit refund check. Additional cleaning charges will be billed at the rate of \$40 per hour.
2. The host agrees to remove all personal property immediately after the party is over. The host agrees to leave the pool deck in the same condition as received.
3. The Village IV Organization will not be held responsible for loss of, or damage to personal items. All personal effects, left at the pool will be stored for a 24-hour period and then disposed of.

VILLAGE IV ORGANIZATION POOL RENTAL AGREEMENT
GENERAL RESERVATION INFORMATION

Homeowner's Name: _____ Home Phone _____

Address: _____ Wk Phone (____) _____

Party Day & Date _____ Expected Attendance _____

Set-up Arrival Time _____ **Starting Time of Party:** _____

Type of Party Planned: _____ **Time Party will end** _____

RENTAL AGREEMENT

By signing this Rental Agreement, I confirm that I have read , fully understand and agree to abide by all of the Village IV Organization's Conditions, Rules and Regulations as set forth in the 4 pages of this Rental Agreement which has been given to me and is in my possession. I further confirm by my signing this Rental Agreement that I will be present at all times during the function. **This agreement is null and void unless signed by both the Primary Member & Management.**

MEMBER'S SIGNATURE: _____ DATE: _____

VILLAGE IV MANAGEMENT SIGNATURE _____ DATE: _____

\$100 Pool Rental Deposit Check No: _____ Date Deposited: _____

\$150 Damage Security Deposit Check No: _____ Date Deposited: _____

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OFFICE USE ONLY

Host Arrival Time _____ Host Signature: _____ Staff Initial: ____

Host Sign Out Time _____ Host Signature: _____ Staff Initial: ____

Staff Estimated Attendance _____

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Calculations

Credits: Total Deposit Check Credit(s): _____ \$ _____

Debits: Total Rental Hours _____ X Rate \$20/hr. \$(_____)

Debits: Other Charges: _____

Total of all Charges: \$(_____)

Net Refund or (Billing to Homeowner) \$ _____