



## DUNRAVEN COMMUNITY ROOM AGREEMENT

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

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

PHONE NUMBER \_\_\_\_\_ EMAIL: \_\_\_\_\_

PARTY DATE: \_\_\_\_\_ START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

NUMBER OF GUESTS: \_\_\_\_\_ TYPE OF EVENT: \_\_\_\_\_

You are required to provide \$100 refundable deposit (check or cash) to rent the room. The room must be completely clean and free of all garbage. If the room has not been cleaned, or there is damage the \$100 will not be returned. If the damage is over the \$100 as assessment will be done and the resident will be responsible for that payment as well.

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### STATEMENT BY PROPERTY OWNER:

I agree that: (please check all lines)

- I will be responsible for any violation of the Dunraven Community Room Facility rules and any damages to the Community Room facilities arising from the above reservation. I agree to pay Dunraven HOA any and all costs for repairs occurring any time during my reservation.
- I will notify the Dunraven HOA of any breakage, damage or rule violations caused by me or my guest during my event.

**PROPERTY OWNER MUST COMPLETE THE SECOND PAGE OF THIS FORM. BOTH PAGES THEN NEED TO BE SCANNED AND EMAILED ALONG WITH THE \$100 DEPOSIT TO [dunravencommunity@gmail.com](mailto:dunravencommunity@gmail.com) OR PUT IN THE MAILBOX ACROSS THE STREET FROM THE COMMUNITY BUILDING. APPROVAL/DENIAL WILL BE GIVEN WITHIN 7 DAYS. IF NEEDED SOONER THAN 7 DAYS SEND EMAIL TO LET US KNOW YOUR FORM IS IN MAILBOX.**

**PROPERTY OWNER MUST INCLUDE A PROOF OF HOMEOWNERS/RENTERS INSURANCE DECLARATION PAGE WITH THIS FORM.**

HOA Approval: \_\_\_\_\_ Date Approved: \_\_\_\_\_

**INDEMNIFICATION AGREEMENT AND RELEASE OF LIABILITY**

In consideration of the DUNRAVEN HOMEOWNERS ASSOCIATION, INC., an Illinois not-for-profit corporation (the "Association") accepting his/her/its request to utilize the DUNRAVEN CLUBHOUSE located at 3912 Ballybunion Rd. (hereinafter the "Location") for the purpose of hosting an event, meeting, conference, or other formal gathering on \_\_\_\_\_ (hereinafter the "Event"), \_\_\_\_\_, (hereinafter, the "Event Organizer"), does hereby agree as follows:

1. Event Organizer does hereby waive, release, discharge, hold harmless, and promise to indemnify and not to sue the Association, its officers, directors, members, managers, employees, or agents (all together with the Association are cumulatively deemed the "Indemnified Parties"), for any damage or loss that may occur to any personal property owned by the Event Organizer, and all additional organizers, promoters, sponsors, advertisers, and property owners that are in any manner connected with the Event. Event Organizer hereby acknowledges that the Association shall have no responsibility for any personal possessions and equipment belonging to the Event Organizer or otherwise utilized during the Event, or any related activities thereto.

2. Event Organizer assumes all liability for, and promises to indemnify, defend, and hold harmless the Indemnified Parties from any and all claims and actions of any kind for personal injuries, property damage or any and all other damages which any individual may suffer or cause directly or indirectly during, or otherwise arising out of, their participation in or association with said Event, or during their travel to and return from said Event, and further agrees to pay any and all costs, including attorneys' fees and costs of defense incurred by the Indemnified Parties as a result of any such claim or action.

3. Event Organizer agrees that the Location shall be returned to the Association in the same condition as it was prior to the Event. Event Organizer shall be solely responsible for any clean-up and maintenance required to the Location as a result of the Event, including but not limited to removal of all food and beverages and clean-up of any spills, proper collection and removal of trash, returning furniture and fixtures to their original location, and removal of all decorations, personal property, and rental equipment.

4. Event Organizer shall be solely responsible for any damage to the Location or property and fixtures belonging to the Association contained therein, and shall take reasonable precautions to minimize any such damage. Event Organizer agrees to reimburse the Association for the cost of any property damage or related loss incurred by the Association arising out of Event Organizer's use of the Location for the Event. If Event Organizer is a member of the Association or resident in the Dunraven community, Event Organizer expressly acknowledges and agrees that any costs incurred by the Association as a result of the Event and which are not paid or reimbursed by Event Organizer shall be billed to the Event Organizer along with assessments, and the Association shall have all legal rights and secured interests in collecting such payments from Event Organizer as with assessments, including but not limited to, the right to file and foreclose a lien against Event Organizer's residence, or to institute forcible entry and detainer proceedings for same.

5. Event Organizer shall abide by all applicable federal, State, and local laws and ordinances concerning the service and consumption of alcohol at the Event, and personally guarantee and ensure same as to Event Organizer's attendees, invitees and guests at the Event.

6. Event Organizer shall comply with all applicable City, County, State, and Federal regulations, and no illegal acts shall be committed in connection with the Event or any related activities. Conduct deemed disorderly at the sole discretion of the Association will not be tolerated, and may result in immediate expulsion from the Location.

7. Any legal claims or actions brought as a result of this Event must be filed in the Circuit Court of McLean County, Illinois.

8. In the event the Association retains an attorney to represent its interests with respect to this Agreement or to bring an action for recovery of damages or other charges due, the Association shall be entitled to recover from Event Organizer its reasonable attorney's fees and costs incurred in connection with any such enforcement action(s).

9. Event Organizer has read and fully understands and agrees to this Indemnification Agreement and Release of Liability, and is signing it of his/her/its own free and voluntary act.

10. This Indemnification Agreement and Release of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois, and that if any portion thereof is held invalid, the balance shall continue in full force and effect.

Date: \_\_\_\_\_

Print Property Owner's Name: \_\_\_\_\_

Property Owner's Address \_\_\_\_\_

Property Owner's Signature \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Property Owner's E-mail address \_\_\_\_\_

Property Owner's Home phone # \_\_\_\_\_

Property Owner's Cell phone # \_\_\_\_\_



## DUNRAVEN COMMUNITY

### DUNRAVEN COMMUNITY CLUBHOUSE RULES/INFORMATION

#### TURN OFF LIGHTS WHEN LEAVING!

1. THIS FACILITY IS FOR THE EXCLUSIVE USE OF DUNRAVEN RESIDENTS ONLY. ALL GUESTS MUST BE ACCOMPANIED BY A RESIDENT.
2. DAILY HOURS: CLUBHOUSE AND WORKOUT ROOM 5:00 AM – 11:00 PM
3. ALL CHILDREN UNDER THE AGE OF 16 MUST BE ACCOMPANIED BY AN ADULT.
4. NO GUESTS (ADULTS AND CHILDREN) ARE ALLOWED IN THE WORKOUT ROOM AT ANY TIME
5. THE GAS FIREPLACE IN THE COMMUNITY ROOM SHOULD BE TURNED OFF UPON LEAVING THE ROOM
6. PLEASE TURN OFF ALL LIGHTS WHEN EXITING CLUBHOUSE
7. PLEASE LEAVE THE COMMUNITY ROOM IN NEAT ORDER.
8. IF YOU HAVE AN EVENT, PLEASE CLEAN UP AFTER YOURSELVES AND TAKE ALL GARBAGE WITH YOU TO DISPOSE OF.
9. THERE IS A 911 PHONE IN THE CLUBHOUSE BY THE POOL DOOR, PLEASE USE FOR ALL EMERGENCY SITUATIONS
10. IN NO CASE CAN THE POOL BE RESERVED FOR PRIVATE USE BY A GROUP. THE POOL MUST REMAIN OPEN TO ALL RESIDENTS AT ALL TIMES.
11. NO FIRES, FIREPITS, OVENS, GRILLS, PIZZA OVENS OR ANY OTHER COOKING APPLIANCE MAY BE USED ON THE PREMISES.

Clubhouse policy – \$100 refundable deposit is required before reservation can be approved. If it's a violation of rules/misuse of facility send notice for first offense and \$100 deposit is retained, 2nd violation \$100 deposit retained, lose clubhouse privileges for 3 months, 3rd offense \$100 deposit retained and 6 months suspension. Physical damage to property there will be a fine to repair or replace anything over the \$100