

GRANDE PARK FACILITY USE AGREEMENT

This Agreement is made and entered into as of the _____ day of _____, **20**_____.

ARTICLE I

CERTAIN DEFINITIONS AND BASIC TERMS.

1.1 Certain Definitions. As used herein:

(a) "Owner" shall mean **Grande Park Community Assoc.**, [address] **535 Plainfield Road Suite B, Willowbrook, IL 60527.**

(b) "User" shall mean _____.

Address of User:

Address of Facility:

26401 Grande Park Blvd
Plainfield, IL 60585

(c) "Facility" shall mean the clubhouse premises only, no pool access or pool deck _____

1.2 Other Definitions. For clarity and convenience, other terms are defined herein from time to time and, wherever used in this Agreement, shall have the defined meaning so given.

1.3 Use. Owner hereby agrees to allow User to use the Facility under and subject to the terms, conditions and covenants contained in the Agreement and any renewals or extensions thereof.

1.4 Use Period. The Use Period shall be the period commencing on the _____ day of _____, **20**_____ at _____ AM / PM and continuing thereafter through _____ AM / PM on _____ day of _____, **20**_____.

1.5 Fees. User agrees to pay to Owner for use of the Facility, without right of offset or deduction for any reason, the following fees:

- (a) Fee. The Fee shall be the fee charged to the Owner for operating and cleaning the Facility. User shall deposit with the Owner the sum of \$ **250.00** to pay the Fee, and if the Cleaning Fee and or Damages exceed this fee, User agrees to pay the increase. **Please make check payable to Grande Park.** Payment and the signed contract must be received 2 weeks in advance of the reservation or the reservation will automatically cancel.
- (b) Insurance Fee. User agrees to provide owner a certificate of insurance as specified for host liquor liability naming the Grande Park Community Association as an added insured equal to 1 million dollars of liability.
- (c) All Other Fees. User agrees to pay to the Owner all other fees incurred by the Owner relating to this Facility Use Agreement that are caused by the User's use of the Facility.
- (d) Cancellation Fee. User shall be responsible to pay a Cancellation Fee to the Owner in the event User fails to provide a written cancellation notice to the Owner, and **receive a confirmed receipt from the Owner at least 2 business days prior to the time of the scheduled Use Period.** The Cancellation Fee shall be the greater of: (i)

One Hundred Dollars (\$100.00); or (ii) the cost the Owner incurs with a clubhouse attendant or other personnel in relationship to the Use Period.

1.6 Use of the Facility. User shall use the Facility for the following purposes and no other purposes:

Private Party

1.7 Security Deposit. A Security Deposit of zero Dollars (\$ 0) shall be held by Owner under Section 10.5 hereof.

ARTICLE II

FACILITY CONDITION.

2.1 User agrees to accept the Facility and any equipment servicing the Facility “as is” without any agreements, representations, understandings or obligations on the part of the owner to perform any alterations, repairs, cleaning or improvements, whatsoever, and User has had ample opportunity to inspect the Facility prior to entering into this Agreement.

2.2 Signs. User shall not place any sign or anything of any kind on, in or outside the Facility, unless approved by Owner in writing.

ARTICLE III

LESSEE’S ADDITIONAL COVENANTS.

3.1 To perform promptly all of the obligations of User as set forth in this Agreement, including, without limitation, the obligation to pay when due all rent, and all charges, rates and other sums, which by the terms of this Agreement are to be paid by User. Payment of all such amounts shall be paid to:

Encore Real Estate Co.
535 Plainfield Road, Suite B
Willowbrook, Illinois 60527

or to such persons at such other places as Owner may designate in written notice to User from time to time.

(c) To save Owner and Owner’s beneficiaries and their respective agents, employees, successors and assigns, harmless and indemnified from all injury, loss, claims or damage to any person or property (i) while on the Facility or any other part of the Facility, (ii) occasioned by any act or omission of User or any of its assignees or sublessors, (iii) related to or arising from User’s use of the facility, or (iv) arising from anyone claiming by, through or under User or any of its assignees or sublessors.

(c) Owner and Owner’s beneficiaries, and their respective agents and employees, shall not be liable for, and User waives all claims for, damage to person or property sustained by User or any persons claiming through User resulting from any accident or occurrence related to or arising from the use of the Facility, or the building of which they shall be a part, or any part of the Facility including, but not limited to, claims for damage resulting from (1) any equipment or appurtenances becoming out of repair, (2) Owner’s failure to keep said building or the Facility in repair, (3) injury done or occasioned by wind, water or other natural element, (4) any defect in, or failure of, plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipe, stairs, railings or walks, (5) broken glass, (6) the backing-up of any sewer pipe or downspout, (7) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe or drain or any other pipe or tank in, upon or about such building or Facility, (8) the escape of steam or hot water, (9) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or other places upon or near such building or the Facility or otherwise, (10) the falling of any fixture, plaster or ceiling materials, (11) any act, omission or negligence of co-Users, or of other persons or invitees of the Facility, building or of adjoining or contiguous buildings, and/or (12) any act, omission or negligence of Owner, Owner’s beneficiaries or their respective agents or employees.

(d) To repair any damage to the Facility caused by the Users use of the Facility.

(e) To Pay on demand Owner’s expenses, including without limitation any attorney’s fees and court cost, incurred in enforcing any obligation of User under this Facility Use Agreement.

(f) To comply with the laws, rules, regulations, orders of all governmental authorities.

(g) If the mortgagee or trustee named in any first mortgage or trust deed now or hereafter placed upon the Facility or any part thereof, or upon any portion or all of the Facility and other property, shall elect, by written notice to User, to subject and subordinate the rights and interests of User under this Agreement (in whole or in part) to the lien of its mortgage or trust deed, the rights and interests of User under this Agreement shall be so subject and subordinate, provided that the mortgagee or trustee shall agree, in said notice, to recognize this Agreement in the event of foreclosure if User is not in default. Any mortgagee or trustee may, in the alternative, elect to give some or all of the rights and interest of User under this Agreement priority over the lien of its mortgage or trust deed. The election of such mortgagee or trustee shall be binding upon User, whether this Agreement is dated prior or subsequent to the date of said mortgage or trust deed. User shall execute and deliver whatever instruments may be required for such purposes, and, in the event User fails to do so within ten (10) days after demand in writing, User does hereby make, constitute and irrevocably appoint Owner as its attorney in fact, and in its name, place and stead, so to do.

3.2 Negative Covenants. User covenants at all times during the Use Period and during any other time that User occupies the Facility or any part thereof:

(a) Not to injure, overload, deface or otherwise harm the Facility; or commit any nuisance; or unreasonably annoy owners or occupants of neighboring property; or use the Facility for any extra-hazardous purpose or in any manner that will suspend, void or make inoperative any policy or policies of insurance at any time carried on any improvements within the Facility, or in any manner which will increase the cost of any of Owner's insurance; or burn any trash or refuse within the Facility; or sell, distribute or give away any product which tends to create a nuisance in the Facility; or make any use of the Facility which is improper, offensive or contrary to any law or ordinance or any regulation of any governmental authority; or conduct or permit any going-out-of business, bankruptcy, fire or auction sales on the Leased Facility; or use any advertising medium which might be annoying, such as: hand bills, flashing lights, searchlights, loudspeakers, phonographs, sound amplifiers or radio or television receiving equipment; or use any advertising medium in a manner to be seen or heard outside the Leased Facility; or load, unload or park any truck or other delivery vehicle in any area of the Facility other than the area or areas designated therefor by Owner; or use any sidewalks, wallways, malls or common areas in the Facility for the storage or disposal of trash or refuse or the selling or displaying of any merchandise or other object, including, but not by way of limitation, the use of any of the foregoing for any news stand, cigar stand, sidewalk shop or any other business occupation or undertaking (such latter uses being reserved to Owner and its designees); or place any fence, structure, barricade, building, improvement, division, rail or obstruction of any type or kind on any part of the Facility; or use the Facility for any purpose other than the use designated by Owner; or install or use any sign or other advertising device on the exterior of the Facility other than a store identifying sign approved by Owner in writing; or use or permit the use of any portion of the Facility as living quarters, sleeping apartments or lodging rooms; or do any act intended to injure the reputation of the Facility.

(b) Not to make any alterations or additions, or permit the making of any holes in walls, partitions, ceilings or floors, or permit the painting or placing of any exterior signs, placards or other advertising media, awnings, aerials, antennas, or the like, without on each occasion obtaining the prior written consent of Owner (and, in any event, all fascia signs shall include individual letters, it being agreed that box signs will not be permitted on the Facility).

ARTICLE IV

DAMAGE, DESTRUCTION AND EMINENT DOMAIN.

4.1 Fire, Explosion or Other Casualty. In the event the Facility are damaged by fire, explosion or any other casualty to an extent the Facility is not useable, this Agreement shall terminate.

4.2 Eminent Domain. If the whole or a portion of the Facility shall be taken by any public authority under the power of eminent domain, this Agreement shall terminate.

ARTICLE V

DEFAULTS BY USER AND REMEDIES.

5.3 Security Deposit. To secure the faithful performance by User of all of the covenants, conditions and agreements set forth in this Lease to be performed by it, including, but without limiting the generality of the foregoing, all covenants, conditions and agreements in this Lease that become applicable upon its termination by re-entry or otherwise, and also to indemnify Owner against any damages, costs, expenses, brokerage commissions and/or attorneys' fees which Owner may suffer by reason of default by User, User has deposited with Owner the sum set forth in Section 1.7 as a "Security Deposit" on the understanding: (a) that the Security Deposit, or any portion thereof, may be applied to the curing of any default that may exist, without prejudice to any other rights or remedies that Owner may have on account thereof (which in no event shall limit the rights and remedies of Owner with respect to the Security Deposit), and, upon such application, User shall pay Owner on demand the amount so applied which shall be added to the Security Deposit so that the same will be restored to its original amount; (b) that, should the Facility be conveyed by Owner, the Security Deposit, or any balance thereof, may be turned over to Owner's grantee, and, if the same be turned over as aforesaid, User hereby releases Owner from any and all liability with respect to the Security Deposit and its application or return, and User agrees to look solely to such grantee for such application or return; (c) that Owner, or its beneficiaries, shall not be obligated to hold the Security Deposit as a separate fund, but may commingle it with other funds; (d) that, if User shall faithfully perform all of the covenants and agreements in this Lease contained on the part of User to be performed, the Security Deposit, or any then remaining balance thereof, shall be returned to User, without interest, within 30 days after the expiration of the Lease Use Period; and (e) that

nothing herein shall be construed to limit the amount of damages recoverable by Owner or any other right or remedy of Owner with respect to the Security Deposit.

ARTICLE VI

MISCELLANEOUS.

6.1 Hold-Harmless Clause. User agrees to indemnify and hold Owner and the property of Owner, including the Facility, free and harmless from any and all claims, liability, loss, damage, or expenses resulting from User's occupation and use of said Facility, specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:

(a) The death or injury of any person or persons, including User or any person who is an employee or agent of User, or by reason of the damage to or destruction of any property, including property owned by User or any person who is an employee or agent of User, and caused or allegedly caused by either the condition of said premises, or some act or omission of User or of some agent, contractor, employee, invitee, sublessee, or concessionaire of User on said Facility;

(b) Any work performed on said Facility or materials furnished to said Facility at the instance or request of User or any agent or employee of User; and

(c) User's failure to perform any provision of this Agreement or to comply with any requirement of law or any requirement imposed on User or the Facility by any duly authorized governmental agency or political subdivision.

6.2 Maximum Amount of Owner's Liability. Under all circumstances whatsoever, User agrees that Owner's maximum liability to User or to anyone User is in privity with shall be the fees set forth in this Agreement. User waives all other rights and remedies against Owner.

6.3 Interruption or curtailment of any service maintained on the Facility whatsoever shall not entitle User to any claim against Owner.

OWNER:

By: **Grande Park Community Association**

USER:

By: _____

EXHIBIT "A-B"

EXHIBIT "C"