

CLUBHOUSE RENTAL APPLICATION
FOXCROFT TOWNHOME OWNERS ASSOCIATION
1900 Bayview Lane, Aurora, IL 60506
Office 630-264-0889 Fax 630-264-9976
Clubhouse Manager: Dee Alexander

Date: _____ Type of Party: _____

Lessee/Member Name: _____ Phone: _____

Address: _____

Street City State Zip Code

Rental Application Dates & Times

Closing Time: 12:00AM Friday/Saturday 10:00PM Sunday – Thursday

Occupancy: Maximum 100 Individuals/Persons

Parking: **NO PARKING ON THE STREET AT ANY TIME.**

Additional parking in Open Field Behind Dumpster.

DO NOT BLOCK ENTRANCE TO ADDITIONAL PARKING

Date of Event: _____ Time: _____ am/pm to _____ am/pm

Will Food be Served: Yes/No Alcoholic Beverages Yes/No Food Truck: Yes/No

*Security Deposit: **NO PERSONAL CHECKS \$250.00 (\$25 non-refundable)** Date Paid: _____

***SECURITY DEPOSIT MUST BE PAID TO RESERVE DATE REQUEST. SECURITY DEPOSIT WILL BE RETURNED POST-RENTAL 48 HOURS AFTER CLUBHOUSE INSPECTION IS COMPLETED.**

Rental Fee: _____ Date Paid: _____

Daily Rate \$850

Inspection: Pre-Event: _____ Post-Event: _____

AUTOMATIC DEPOSIT FORFEITURES INCLUDE THE FOLLOWING:

- 1. LOUD MUSIC RESULTING IN COMPLAINTS FROM NEIGHBORS**
- 2. LEAVING THE CLUBHOUSE AFTER YOUR EVENT AND ATTEMPTING TO COME BACK TO CLEAN UP THE NEXT MORNING.**

3. THE USE OF ANY GLITTER OR CONFETTI

4. NO TRASH BAGS TO BE DRAGGED ACROSS PARKING LOT (GARBAGE CANS ARE PROVIDED PLEASE USE THEM)

5. NO TRASH FROM THE PARTY TO BE LEFT OUTSIDE (BOTTLES, CANS, CUPS, PLATES, FOOD, ETC.)

**** NO DECORATIONS TO BE TAPED OR TACKED ON THE WALLS, NO DECORATIONS TO BE TIED OR FIXED TO ANY OF THE CURTAINS**

CLEANING STANDARD OPERATING PROCEDURE (Must Be Followed When Renting Clubhouse)

1. All tables and chairs must be wiped down with soap and water
2. All walls must be checked to ensure no marks, scratches, etc. If there is a mark on the wall that can be wiped off, please do so.
3. Flooring must be swept to remove all debris/food/trash, etc.
4. Bathroom trash cans must be emptied, floors must be swept, vanities must be wiped down, mirrors must be streak-free and cleaned, and toilets must be wiped off with cleaning supplies discussed at the time of rental.
5. Kitchen:
 - a. Appliances (stainless steel) can only be wiped off with supplies explained at the time of rental (NO EXCEPTIONS)
 - b. You cannot use soap and water to clean the appliances (NO EXCEPTIONS)
 - c. Counter tops can be cleaned as follows:
 - i. Wipe off with hot water and soap on a dishcloth provided, (NO SPONGES TO BE USED)
 - ii. Once the counter top is wiped off with the soap and water please dry off with a dry dishcloth that will be provided

These items will be double-checked prior to any security deposit will be refunded. If any of these steps are missed or if the cleaning is not satisfactory to how it looked prior to your event, THE CLUBHOUSE MANAGER will fill out the form that states it was unsatisfactory you will FORFEIT YOUR SECURITY DEPOSIT (NO EXCEPTIONS).

Upon a satisfactory clubhouse checkup by the CLUBHOUSE MANAGER, you will receive your SECURITY DEPOSIT REFUND within 48 hours.

YOURS TRULY,
FTOA BOARD

SECURITY DEPOSIT REIMBURSEMENT POLICY

I, _____, as the renter of the Foxcroft Clubhouse am signing this to acknowledge that I completely understand that my *net security deposit I will processed for reimbursement 48 hours after my event is over and the clubhouse manager has done a full inspection of the clubhouse for cleanliness and to ensure nothing has been damaged.

NAME _____ Date _____

SIGNATURE _____ Date _____

*net security deposit = Total security deposit received from renter less \$25 administration fee (Foxcroft fee for preparation of the clubhouse for rental)

AUTHORIZATION TO REFUND

I, _____, the Clubhouse Manager, have concluded my inspection of the clubhouse and I find the condition of the clubhouse to be:

1. ACCEPTABLE – Please proceed to issue the *net security deposit
2. UNACCEPTABLE – Refund has been forfeited based on conditions presented upon my inspection

NAME _____ Date _____

SIGNATURE _____ Date _____

*net security deposit = Total security deposit received from renter less \$25 administration fee (Foxcroft fee for preparation of the clubhouse for rental)

**RELEASE, WAIVER, HOLD HARMLESS, ASSUMPTION OF RISK, DEFEND AND INDEMNIFY
AGREEMENT FOR INFECTIOUS DISEASES INCLUDING COVID-19 RELATED LOSS**

WARNING: IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF ILLNESS, INJURY, OR DEATH (collectively “Loss”) ARISING OUT OF YOUR PRESENCE AT THE FACILITY SPECIFICALLY RELATED TO COVID-19 OR ANY OF ITS MUTATIONS, FORMS, DERIVATIVES, OR OTHER INFECTIOUS DISEASES (collectively “COVID-19”).

I, the undersigned, hereby enter into this Release, Waiver, Hold Harmless, Assumption of Risk, Defend, and Indemnify Agreement for Infectious Diseases Including COVID-19 Related Loss ("**Agreement**") in consideration of my, and my minor child if applicable (collectively "**I**", "**me**", or "**my**"), ability and permission to access, utilize, occupy, visit, attend, or otherwise be present at or participate in an Illinois Dressage and Combined Training Association ("**IDCTA**") sponsored, hosted, organized or in any other manner IDCTA affiliated, event or activity (collectively "**the Event**") during and after the COVID-19 pandemic, for any reason, whether or not related to equines or equine activities.

1. Risk of Loss/Protective Measures/No Guarantee: By signing this Agreement, I hereby acknowledge that I have familiarized myself with the risk of Loss being present at the Event for any reason whatsoever and the protective measures at the Event intended to minimize my risk of exposure to COVID-19. I agree the protective measures are satisfactory and sufficient for me to accept and assume the risk of my COVID-19 exposure resulting from accessing, utilizing, occupying, visiting, attending, or otherwise being at the Event attended by other individuals; however, I understand and agree that Released Parties cannot guarantee: (a) the protective measures can or will prevent my exposure to COVID-19; (b) will be complied with by all individuals at the Event; or (c) that others will not act in a negligent manner that may contribute to my Loss or contraction of COVID-19. I agree to fully comply with all protective measures required by IDCTA or the Event as they now exist or may be revised from time-to-time. I accept full responsibility for my own safety and the sanitization of myself and my personal property and/or other personal property I contact at the Event. If I am a parent or legal guardian of a minor individual at the Event, I consent to the minor's presence at the Event and agree to remain responsible for the minor's Loss and minor's compliance with all required protective measures.

2. Medical Attention/Disclosure: I understand and agree that engaging in equine activities or merely being at the Event exposes me to inherent risks of personal injury that may require medical attention including, but not limited to, first aid and/or emergency medical care. I therefore consent to personal contact by Released Parties and/or medical personnel deemed necessary for providing for my care at the Event and/or the hospital, even at the risk of my COVID-19 exposure. I agree to hold Released Parties harmless for such medical attention and any Loss directly or indirectly resulting therefrom. I agree that in the event I am diagnosed as infected with COVID-19, I authorize medical personnel to provide the IDCTA information regarding my Loss and treatment for contact tracing or any other purpose.

3. Release/Hold Harmless/Defend/Indemnify: I agree to release, hold harmless, defend, and indemnify the Illinois Dressage and Combined Training Association, and its related entities, agents, successors, assigns, instructors, trainers, employees, volunteers, independent contractors, working students, assistants, sponsors, guests, visitors, members, managers, officers, directors, owners, and each of their respective heirs, beneficiaries, relatives, and any others acting on their behalf (collectively "**Released Parties**") from and against any liability, attorneys' fees, costs, or other Loss I may incur arising out of or in any way connected with my exposure to or contraction of COVID-19 as a direct or indirect result of my presence at the Event whether by my negligence or the negligence or other wrong doing of Released Parties (other than willful and wanton or intentional misconduct).

4. Bound Parties/Governing Law/Jury/No Expiration/Time Limitations/Severability/Modification: I understand and agree the terms of this Agreement are binding on my spouse, partner, family members, minor child, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns and I agree to all the terms and conditions of this Agreement on my own behalf and on behalf of my minor for purposes of permitting our presence at the Event. In the event of a claim or dispute arising out of or relating to the interpretation or enforcement of this agreement, I agree Illinois law applies, that all disputes surviving this Agreement must be resolved exclusively by the state court in Lake County, Illinois, even if the Event takes place in the state of Wisconsin, and I waive my right to a jury

trial. I agree that this Agreement does not expire and that any surviving claims must be brought within one (1) year of the date accrued. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall be fully valid and enforceable of the law. This Agreement can only be modified in writing signed by myself and the IDCTA President.

WARNING

BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION CONTAINED THEREIN. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS, UNDERSTAND AND AGREE THAT I HAVE OTHER FACILITIES TO CHOOSE FROM, AND AGREE THAT NO OTHER STATEMENTS, REPRESENTATIONS OR INDUCEMENTS, APART FROM WHAT IS STATED IN THIS AGREEMENT, HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE.

Date: _____ Printed Name: _____

Signature: (on my own behalf and on behalf of minor, if applicable): _____

Address: _____

Phone: _____ E-mail: _____

Emergency Contact (name and phone #): _____

0852963\305669981.v2