

Holishor Association, Inc.

Clubhouse Ballroom Rental Application and Agreement

Holishor Association, Inc. does hereby rent the ballroom located at #1 Holiday Point Parkway Edwardsville, IL 62025 to:

Member's Name

Member's Address

Member's Phone # Required

for a _____ scheduled to take place on _____,

Type of Function Date of Function

starting at _____ and ending by _____.

Time of Function DOORS ARE LOCKED AT 1AM

Name of Sponsored Guest and Phone # _____

Catered: Yes No **Alcohol:** Yes No **Number of guests attending:** _____

NOTE: *Holiday Shores Security is responsible to assure the clubhouse is secured at above contracted ending time. Doors are scheduled to be locked at 1am, any entry or exit beyond that time will require advance notice to accommodate additional security time and this additional security payroll cost will be billed to the member sponsoring the ballroom (i.e. function ends at 1 am however cleanup extends beyond)*

CAUTION

The **dues paying member** is solely responsible for damages to the Holishor Ballroom or Holishor Association owned property during the event they are sponsoring. If a vendor (caterer, DJ, band, entertainer and the like), or the individual being sponsored or a member of the party causes damage, intentional or not, the **dues paying member** may be financially responsible for all damages, including those exceeding the amount of deposit. *Please keep this in mind when sponsoring a function!* It is the member's responsibility to notify the office of deliveries, decorating and similar functions that will require the ballroom be open. This must be done far enough in advance to allow for appropriate staffing. Please contact security to open ballroom doors at 531-7923

Member's Signature _____ Date _____ Association Manager's Signature _____ Date _____

Member in good standing at reservation: Yes No

Reservation Fee \$325 **Date pd.** _____ **Ck#:** _____ **\$** _____

Rental Fees for Office use (circle all that apply):

Up to 75 Guests - \$85 **76 to 150 Guests - \$170** **151 to 300 Guests - \$400**

Decorating day before: \$85 **Security 5 hour block (*non-refundable): \$60.00**

Cleaning Fee (required): \$75 **Damage Deposit (required): \$250.00**

Total Rent & Fees: _____ **Amount Due Final Payment :** _____ **Due Date:** _____

Date pd. _____ Ck#: _____ \$ _____ Refund Amt. _____ Date : _____ Ck#: _____

NOTIFICATIONS: Security _____ Housekeeping _____ Beacon Inn _____ Maintenance _____
 Changes current as of 8/21/2008 - Call 656-7233 to confirm current version c:\shared\ballroom\ballroom contract.doc

BALLROOM RULES

1. GENERAL INFORMATION

The ballroom is located on the upper level of the Holiday Shores Clubhouse and the rental agreement includes use of the ballroom and two restrooms located within the ballroom. This rental agreement does not permit use of the common areas of Holiday Shores, such as tennis courts, beaches, playground, picnic areas, lake, marina, boat ramps, and boat slips and the use of these common areas by Sponsored Guests is strictly prohibited..

The ballroom may be rented or sponsored by a "Member in Good Standing", hereinafter referred to as "Member", which is defined as dues paid in full as required, no outstanding Holishor Assn. Citations, Censures, or other actions pending against such member by the Board of Directors of Holishor Assn., Inc. The Holishor Assn. office personnel will determine such Member status during the rental application process. After the rental agreement has been finalized, the Member must remain in Good Standing or Holishor Association Incorporated will render the rental contract null and void, hereinafter referred to as "Lessor." A Member may rent the facility for personal use, or may rent the facility for use by a non-member, hereinafter referred to as a "Sponsored Guest." Such "Sponsored Guest" shall abide by all the rules of Holishor Association, Inc. as set forth in this contract. Member will be held responsible for any actions or violations of a Sponsored Guest to include full cost of repairs, replacement or costs incurred as a result of excessive cleanup, additional maintenance, security or otherwise. A Member may only have three (3) Sponsored Guest ballroom rentals per calendar year per membership. Only the Board of Directors may grant additional rentals. Holishor Association and/or The Beacon Inn are not responsible for lost, left behind or stolen personal items.

No Member may rent the ballroom for the purpose of private enterprise from which they realize a monetary gain or receive any compensation for securing such rental.

The member must pay rental fee by a check payable to Holishor Association Incorporated. Full payment must be received at least two (2) weeks prior to the event. All checks will be deposited the day received.

2. RENTAL FEES - be paid in full two (2) weeks prior to the rental date.

Fees for Member's use:

- | | |
|----------------------|----------|
| a. Up to 75 Guests | \$85.00 |
| b. 76 to 150 Guests | \$170.00 |
| c. 151 to 300 Guests | \$400.00 |

3. RENTAL PERIOD

The rental term shall be from 12:00 p.m. on the day of the scheduled event to allow for decorating, set-up, and catering services. All evening events shall conclude before 1:00 a.m. of the next day. If other hours are necessary, arrangements must be made in advance with the Lessor at least thirty (30) days prior to the event. Security of Holishor Association Incorporated will be responsible for the opening and closing of the ballroom.

4. DAMAGE DEPOSIT & ADDITIONAL FEES

The reservation fee of \$325.00 is required at the time of application to hold the ballroom for the Member or Sponsored Guest's function.

At the conclusion of scheduled event, Lessor will inspect the premises within forty-eight (48) hours to assess for damage beyond "reasonable wear & tear." Member may accompany Lessor on such inspection, if desired. Lessor will notify the Member in writing if any damage to the premises has been sustained, and the amount of said damage and/or repairs. The Member/Sponsored Guest's liability for all damage is not limited to the amount of the deposit, and Member can be held liable for any damage sustained to the premises by a Sponsored Guest in excess of the \$250.00 deposit. The Member must pay all damage fees levied above the damage deposit in full to the Lessor within thirty (30) days after the scheduled event.

A cleaning fee of \$75 is included in the reservation fee to clean all areas of the ballroom, including carpet, dance floor, restrooms, entryways, and parking areas. This fee is not refundable once the scheduled event begins, which includes but is not limited to decorating, set-up, and catering needs. Members are still required to do all general cleaning. This includes but is not limited to trash removal, cleaning the tables, and removing all paper plates and debris. Additional charges will be levied for not adhering to this policy.

An additional fee of \$60 is assessed for any function where alcohol is present. This is an unfortunate result of rare transgression that resulted in damage to Association property. Any function where alcohol is present or of 150 or more guests will be provided a dedicated Security member for a 5 hour period.

The ballroom may be rented the evening before the event (provided it hasn't already been reserved) for \$85.

5. CANCELLATION FEE SCHEDULE

Cancellation under 30 days in advance results in a full loss of your rental fee. Below is the table with the cancellation fees.

Rental Fee	\$	85.00	\$	170.00	\$	400.00
			Cancellation Cost to			
Notification Days			Member			
>90	\$	25.00	\$	50.00	\$	100.00
89-60	\$	35.00	\$	75.00	\$	175.00
59-30	\$	55.00	\$	110.00	\$	260.00
<30	Loss of entire rental fee		Loss of entire rental fee		Loss of entire rental fee	

***All refunds will be made by mail. Due to scheduling issues, the security fee will be non-refundable if the cancellation is made within two week of the event. This does not apply to rental for groups larger than 150 individuals because the security fee is already included in the cancellation amounts.**

6. INSPECTIONS

The Member shall have the opportunity, if desired, to inspect the ballroom prior to the scheduled event to ascertain any pre-existing conditions. Inspections shall be done by appointment only with the Lessor. After the event, if no damage or losses are noted, a full refund (\$250) of your damage deposit will be mailed to you.

7. COMMERCIAL CATERING/POTLUCK

- A member may bring in food by potluck for no more than 75 guests or cater through the Beacon Inn.
- Commercial catering is defined as “providing food/beverage including set-up, serving, and clean up of said food/beverage by a professional licensed company/corporation for a monetary fee.” Potluck is defined as snacks, beverages (non-alcoholic), and prepared foods as brought in by a Member. A Member may use the ballroom kitchen facility to reheat foods as necessary. Members are allowed to bring in crock-pots, but all other types of cooking appliances including microwave ovens, fryers, and barbeque grills are prohibited. Failure to follow this rule will result in forfeiture of the use clubhouse facilities and deposit. All persons will be required to leave immediately.
- All Members are required to use the services of Beacon Inn Catering for commercial catering needs. If a Member wants to use another catering company, the Member must request a waiver from Beacon Inn Catering. Beacon Inn Catering may grant such a waiver and will receive a waiver fee, not to exceed \$25 per event, from the Member. This fee will be collected by the Lessor and paid to Beacon Inn Catering within ten days of the granting of such waiver. Should Beacon Inn Catering deny this waiver request from the Member, the Member may appeal to the Board of Directors of Holishor Association, Inc. to request a waiver. All such appeals must be presented in writing specifying compelling circumstances for this waiver request and be addressed to the Restaurant Committee and Board of Directors. The Board of Directors must have this written request within ten (10) business days prior to a regularly scheduled board meeting. Both parties will have an equal opportunity to answer questions at the following Board of Directors working meeting. The Board of Directors will inform the member, if not in attendance, and Beacon Inn Catering in writing of its decision. Waivers are published in the Holiday Times with a short explanation.
- All Sponsored Guests must use the services of Beacon Inn Catering for all functions in the ballroom. Sponsored Guests are not permitted to bring in food, beverages, alcohol, nor having a potluck.

8. WEDDINGS ON THE BEACH

- Weddings are permitted outdoors with the following conditions.
- Wedding are to last for no more than 2 ½ hours. Including set-up, rehearsal, photos, breakdown, and etc.
- Flowers or any other vegetation may not be moved, cut or removed.
- Littering is not permitted. You may toss flower petals or use bubbles, but not confetti, birdseed or rice. It is detrimental to the health of our water fowl and birds.
- Tents or canopies are not allowed. You should plan an alternate location in case of inclement weather. We do not provide an alternative venue for your event unless you have also rented the ballroom.
- Staking or pounding of decorations or items into the ground is not permitted due to potential damage to underground security, electric and irrigation systems.
- Driving on grounds is prohibited.
- The grounds will accommodate approximately 150 people.
- Chair rental is the responsibility of the member. Holishor does not supply or rent chairs.
- Holishor is not responsible for stolen or lost items left on premises.
- Do not rope off designated areas. The clubhouse and beach area is a public facility for our members. People will be able to walk through the area, even during your event. Visitors have always shown respect for weddings held on the grounds.
- You are financially responsible for any damage to the grounds, buildings and plantings that occur as a result of your ceremony. Please help maintain the beauty of the landscape.
- Guests are required to provide constant supervision of all children attending or participating in the event. This is a Lake community and certain risks occur near the water.
- Wedding rehearsals must be scheduled two (2) months in advance.
- Any special arrangements must be made in writing and require written approval prior to the event.

9. ALCOHOLIC BEVERAGES

A Member or Sponsored Guest may not bring in any alcoholic beverages of any kind. If a Member has been granted a waiver for commercial catering, and wishes alcohol to be served, the Member must ensure that the contracted catering company has the licensing and Dram Shop Insurance necessary to provide such alcoholic beverages. If not, the Member may still retain the services of Beacon Inn Catering to provide alcoholic beverages if so desired. The Beacon Inn is not required to provide alcoholic beverages to events they do not cater. **The consumption of any alcohol at any function requires the contracting of a bartender via The Beacon Inn.** Bartenders may not consume alcohol during the event nor may they be a member of the function. Bartender fee is nine dollars (\$9.00) per hour and is contracted directly with the bartender the night of the function, separate from this contract.

All events serving alcohol must contract a security guard through Lessor with a charge of \$60 per 5 hour block.

10. RULES AND RESTRICTIONS

- Attendance may not exceed 300 persons in accordance with Fire Marshal regulations. If security determines that more than 300 people are in attendance, those in excess of 300 will be required to leave.
- The ballroom is a no-smoking area. All smoking must take place at least 15 feet away from any door or window in accordance with Illinois No Smoking Law. Trash cans and ashtrays are provided on the outside deck for your convenience. Please dispose of your cigarette ashes and trash in a responsible manner, there is a restaurant below.
- Smoke and Fog producing machines or paraphernalia are prohibited, these devices set off the fire alarm.
- Tables and chairs may not be set up on the dance floor.
- Food is to be served in the carpeted area only; food on the dance floor is prohibited.
- Decorations including signs, streamers, flowers, and ribbons may not be taped, tacked, stapled, or attached in any way to the walls or ceilings in any manner. Violation of this rule will result in the forfeiture of the entire damage deposit. No equipment may be set-up on the dance floor.
- Existence or consumption of alcohol during the event without a caterer or Beacon Inn provided bartender is expressly prohibited in accordance with existing Illinois State Laws.

11. ACTS CONSTITUTING BREACH BY A MEMBER

- Any of the following acts or omissions constitutes a material breach of this rental agreement:
- Member's failure to pay the rental fee and deposit fee as outlined above on or before the date such fees become due.
- Member's nonperformance or breach of any term, condition, or provision of this Agreement.
- The supplying of incorrect or misleading information by Member at any time during this rental process.
- The failure of Member to rectify any outstanding liability caused by the Member or Sponsored Guests during such rental process.

12. LESSOR'S REMEDIES FOR BREACH RENTAL AGREEMENT

In the event that a Member commits a breach of any portion of this Agreement, as defined in Paragraph 11, the Lessor may, in addition to any other legal or equitable remedies, seek any such remedies that may be available to Lessor.

13. SOLE AGREEMENT OF THE PARTIES

This Agreement constitutes the sole and complete agreement of the parties concerning the premises, and sets forth the rights and obligations of all parties. Any agreement or representation between the parties hereto respecting the subject matter of this Agreement, whether oral or in writing, which is not expressly set forth in this instrument, is null, void and of no legal effect.

14. MODIFICATION

This agreement may be modified only by a written signed agreement by the Holishor Board of Directors and Member, and any attempted oral modifications of this Agreement shall be of no force or effect.

I have read & understand the above rules, regulations, and responsibilities as set forth above regarding the rental agreement of the ballroom facility.

_____ /_____/_____
Member Signature

_____ /_____/_____
Member Signature

Sponsored Guest's Contact Information:

Name: _____

Phone Number: _____

Address: _____

NOTES: