Members are responsible for reading the User Agreement in its entirety. ANY violation of the agreement will result in the loss of the security deposit and the possible suspension or loss of rental privileges. Members must provide copies of all adult homeowners Club ID cards UPON EXECUTION OF THE AGREEMENT. INITIAL_____

BLOOMFIELD CLUB RECREATION ASSOCIATION
CLUBHOUSE USER AGREEMENT (Exhibit A)

(Revised 1/25)

****RESERVATION OF CLUBHOUSE PARTY ROOM AND LIBRARY REQUIRE A FOUR WEEK MINIMUM NOTICE****

This agreement made this _____ day of _____ 20____, by and between

_____ (Hereinafter referred to as "Member") at

(Address) _____ (Phone #)_____

and BLOOMFIELD CLUB RECREATION ASSOCIATION, **An Illinois not-for-profit corporation, (hereinafter referred to as "Association").**

WHEREAS, **User is a member of the Bloomfield Club Recreation Association; and**

WHEREAS, **Association is the record title owner of the Clubhouse at the Bloomfield Club, and** WHEREAS, **Member is desirous of using said Clubhouse for a special use**

And WHEREAS, **Association by and through its duly elected Board of Directors as the authority to enter into such an Agreement.**

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Clubhouse may be used by Member for the purpose of:

   _____

   for the _____ day of _____, 20____ between the hours of _____ and _____

2. The Clubhouse is not available for rental the following days:

   New Year's Day & New Year's Eve
   Christmas Eve & Christmas Day
   Easter
   Thanksgiving Eve & Thanksgiving

During All Clubhouse events –Social Events, Children's Parties, Pool Party, Holiday Open House, etc.

2. The following is the schedule for events:

   a. Sunday – Thursday afternoon/evening events must be concluded by 7:30 p.m., and clubhouse will be locked at 8:00 pm.
   b. Friday and Saturday evening – events must be concluded by 11:00 p.m., and clubhouse will be locked at 11:30 pm.

   ALL EVENTS ARE LIMITED TO Five (5) hours, with 30 minutes cleanup time allowed after the Event. Any additional time after this will be charged at a rate of $100 per hour, with a one hour Minimum charge.

IMPORTANT: THIS AGREEMENT DOES NOT AUTHORIZE THE USE OF THE LOWER FLOORS OF THE CLUBHOUSE, THE EXERCISE ROOM, THE OUTDOOR PATIO AREA, THE SPA, THE POOLS, THE MULTI-USE COURTS OR FRONT LAWN. EVENTS ARE LIMITED TO THE ROOM RENTED. NOTHING MAY BE SET UP IN THE HALLWAYS, EXCEPT A TABLE AT THE TOP OF THE STAIRS WILL BE ALLOWED.

CHILDREN MUST STAY IN THE EVENT ROOM. CHILDREN RUNNING AROUND THE CLUBHOUSE AND EXCESSIVE NOISE WILL NOT BE PERMITTED.

THE CLUBHOUSE REMAINS OPEN FOR OTHER RESIDENTS TO USE THE LOWER LEVEL FACILITIES DURING EVENTS. RENTAL OF THE ROOM(S) BY NO MEANS IMPLIES THAT THE RESIDENT HAS ACCESS TO THE ENTIRE CLUBHOUSE.

ALL RULES AND REGULATIONS OF THE ASSOCIATION APPLY. INITIAL_____

3. User Fee Charges for Party Room:

   Any Day: $400 for a maximum of 80 people

4. User Fee Charges for Library

   Any Day, if rented by itself: $300 for a maximum of 50 people.

   The Library can be rented separately from the Party Room, but the fee for the Library is $200 when rented with the Party Room.

5. User Fee for Event:

   a. The user fee is $_____ based on the day/time of event and must be submitted **at least thirty (30) days before the event, with the signed Agreement.**

   b. The reservation for the event is not confirmed until the Use Fee is paid and the Agreement signed. This fee includes the costs for basic clean-up, such as taking down the table and chairs, vacuuming, and removing the trash, however the Member must double bag all loose trash at the end of the event. UNDER NO CIRCUMSTANCES IS LIQUID TO BE PUT INTO TRASH BAGS. Liquids such as beverages, and any liquid that will not clog the sink, should be poured down the sink. Trash CANNOT BE LEFT ON ANY CARPETED AREA; IT MUST BE LEFT

IN THE KITCHEN. Bags should be stacked in the provided bins, and not overstuffed. More than four (4) bags will result in an additional charge of $25/bag.

c. The Security Deposit, of **$500** is to be paid at the same time that this Agreement is signed. The security deposit will be deposited. If there is no rule violation or damage, the security deposit will be returned. If there are violations, the security deposit, less any deductions, will be refunded. All refunds will be returned with 15 days after the event, and a check can be picked up at the Clubhouse. No checks will be mailed.

d. In the event Member terminates this agreement within thirty (30) days of the proposed date of use, the Association shall retain the entire Security Deposit.

e. No third party checks from anyone other than a Member are accepted. No cash is accepted.

6. Setup for Event

a. **Once the setup has been confirmed with the Clubhouse, AT LEAST TWO (2) WEEKS before the event, there can be NO CHANGES on the day of the event. Resident must fill out Setup Request Form and return to the Clubhouse at least TWO (2) WEEKS before the event. Forms not submitted 14 days prior to the event will be subject to a $100 late setup fee. Residents are NOT ALLOWED to move any tables from any other area. Only Club Maintenance or Attendants can setup/take down tables.** **INITIAL** _____

b. On the day of the event, the Member can set up from 9:00 a.m. until the beginning of the event.

c. If there is no other event and you want to set up the day before your event, there is an additional charge of $100.

d. Food can be served in the Library and a bar may be set up.

7. General Usage Rules

a. Only Bloomfield Club residential homeowners in good standing are eligible to reserve the Clubhouse. Family members and friends not living in Bloomfield Club are not allowed to rent/use/host the Clubhouse. **INITIAL**_____

b. All monthly assessments and other charges must be current immediately prior to the execution of this Agreement, and prior to the use of the Clubhouse.

c. **THE SECURITY DEPOSIT WILL BE FORFEITED IF AN ADULT HOMEOWNER FROM THE UNIT IS NOT PRESENT FOR THE DURATION OF THE EVENT, INCLUDING SET UP, TAKE DOWN AND BOTH INSPECTIONS. NOT BEING PRESENT WITHOUT PERMISSION WILL RESULT IN A $100 FINE FOR SETUP, $300 FINE FOR THE EVENT, AND A $100 FINE FOR CLEAN UP.** **INITIAL**_____

d. Members are responsible for the actions of their guests and for curtailing any offensive noise or activity so surrounding neighbors are not disturbed. **INITIAL**_____

e. An inspection is **REQUIRED** before and after the event for the Party Room, the Library and the Kitchen. If these inspections are not completed, the entire security deposit will be forfeited. **THE SECOND INSPECTION BECOMES FINAL AFTER CLUBHOUSE MAINTENANCE HAS CLEANED AND INSPECTED THE ROOM(S),** usually occurring the following day. The expense of repairs, and/or excessive maintenance costs, if any, will be deducted from the security deposit and/or charged to the resident.

f. Homeowners can book no more than two events per month without the express approval of the Board.

g. No alcohol may be sold in or about the facilities nor may alcohol be served to any person under 21 years of age. No kegs of beer are allowed.

h. Events for groups under the age of eighteen (18) years must have adult chaperones with a ratio of one adult per ten guests. The names of the adult chaperones must be given to the Staff prior to the event. If there are insufficient adult chaperones, the unit owner/renter will be sent a violation, which may result in a fine.

i. Member and guests MUST honor the Non-Smoking Environment of Bloomfield Club.

j. No fastening devices of any kind, including tape, nails, tacks, or the like shall be affixed to the Clubhouse walls or any interior or exterior surface for the installation of decorations, signs, banners or any other materials such as silly string.

k. Open flame candles are not permitted.

l. All supplies and equipment owned or rented by the Member must be removed the night of the function. There will be a $50 per day charge for any supplies or equipment left at the Clubhouse.

m. A smoke machine for the DJ is not allowed.

n. All persons shall use the Clubhouse at their own risk and in conformance with All BCRA Rules and Regulations. In the event a member and/or guest violate a Clubhouse rule, the Member will be assessed a fine for the rule violation.

o. The Clubhouse may not be used for lewd or indecent conduct. This includes bachelor or bachelorette parties with adult entertainers.

p. All persons shall use the Clubhouse at their own risk and in conformance with all BCRA Rules and Regulations.

q. Clubhouse kitchen supplies, implements, glasses, etc. are not to be used during your event.

8. Agreements

a. This agreement may not be assigned, transferred, modified or amended without the express written consent of the Association.

b. Member shall be personally responsible for any personal injuries sustained by Member, guest or invitees and shall indemnify and hold Association harmless for any claim, controversy or causes of action arising from any acts, errors or omissions of member, guest or assigns in any way arising out of this Agreement. **INITIAL**_____

c. In the event of breach of this Agreement, member shall be liable for all of Association's costs, expenses and attorney's fees incurred in the enforcement of any of the provisions of this agreement. In the event of unforeseen circumstances or just cause, Association reserves the right to cancel or terminate this Agreement. Upon termination by the Association, Association will refund all moneys paid by Member under this agreement.

d. Any violation of the terms of this Agreement will result in the forfeiture of a part or all of the deposit. Should a violation occur, penalties for the violation may result in double the security deposit for the next rental, and should a second violation occur, rental privileges will be suspended until reinstated by action of the BCRA. **INITIAL**_____

e. Member hereby acknowledges that Member has read this Agreement and agrees to strictly comply with the terms herein.

THE SECURITY DEPOSIT WILL BE FORFEITED IF AN ADULT HOMEOWNER FROM THE UNIT IS NOT PRESENT FOR THE DURATION OF THE EVENT, INCLUDING SET UP, THE EVENT, TAKE DOWN, AND BOTH INSPECTIONS.

INITIAL_____

A User Fee of _____ has been paid by check number _____ for the use of the

Party Room _____ / Library _____ (Date) _____ from the

Hours of _____ until _____.

The Security Deposit of **$500** has been paid by check number _____.

MEMBER _____ DATE _____

FOR BLOOMFIELD CLUB RECREATION ASSOCIATION:

_____ DATE _____

ADDENDUM TO BLOOMFIELD CLUB RECREATION ASSOCIATION CLUBHOUSE USER AGREEMENT—WAIVER AND RELEASE

This Waiver and Release ("Waiver") of all liability is made and entered into this _____ of _____, 20____ by and between BLOOMFIELD CLUB RECREATION ASSOCIATION, an Illinois Not-for-Profit Corporation, (hereinafter "ASSOCIATION") and _____(hereinafter "OWNER/RELEASOR").

WHEREAS, ASSOCIATION is the governing association for Bloomfield Club Recreation Association residential community and as part of its rights, the ASSOCIATION controls and administers certain common areas within the residential community property, including, without limitation, the Bloomfield Club Clubhouse building and surrounding areas (hereinafter collectively referred to as the "CLUBHOUSE");

WHEREAS, pursuant to the Bloomfield Club Recreation Association Clubhouse User Agreement (hereinafter "Agreement") OWNER/RELEASOR desires to rent and use the CLUBHOUSE and property related thereto for the purpose of hosting a private event and the ASSOCIATION desires to permit OWNER/RELEASOR to rent and use the CLUBHOUSE and property related thereto for the purpose of hosting a private event, as further stated in the Agreement; and

WHEREAS, this Waiver is part of the Agreement and both the Waiver and the Agreement shall constitute the complete understanding between the parties related to the rental and use of the CLUBHOUSE;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for the consideration received, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The following recitals are true and correct in substance and in fact and are incorporated herein by reference as if the same were fully set forth herein.

2. Waiver and Release. In consideration of ASSOCIATION permitting OWNER/RELEASOR to rent and use the CLUBHOUSE and property related thereto for the purpose of hosting a private event, OWNER/RELEASOR hereby agrees that ASSOCIATION shall have no obligations to the OWNER/RELEASOR or any parties participating in or in attendance during OWNER/RELEASOR's use of the CLUBHOUSE and property related thereto. Additionally, OWNER/RELEASOR hereby fully waives and releases ASSOCIATION, and its officers, agents and directors, from any and all claims, damages, or causes of action, known or unknown, whether under federal, state or local law arising out of damage caused as a result of OWNER/RELEASOR's use of ASSOCIATION'S CLUBHOUSE and property related thereto, or taking place during OWNER/RELEASOR'S presence on the CLUBHOUSE and property related thereto. The releases, waivers and promises set forth herein shall be binding upon and shall inure to the benefit of such parties and their respective officers, directors, shareholders, employees, legal representatives, subcontractors, agents, heirs, successors and assigns.

3. Participants and Attendees. In consideration of ASSOCIATION permitting OWNER/RELEASOR to rent and use the CLUBHOUSE and property related thereto for the purposes set forth herein, OWNER/RELEASOR shall fully indemnify and hold harmless ASSOCIATION, its members, directors, officers and agents, their heirs and legal representatives, against any and all claims, liabilities, and/or other causes of action arising out of any participant/attendees participation in or attendance during OWNER/RELEASOR'S rental and use of the CLUBHOUSE and property related thereto. The foregoing

indemnification shall include indemnification against all costs and expenses (including, but not limited to attorney's fees, amounts of judgements paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, actions, suit or proceeding, whether civil, criminal, administrative or other, in which the ASSOCIATION may be involved. The promises set forth herein shall be binding upon and shall inure to the benefit of such parties and their respective members, officers, directors, shareholders, employees, legal representatives, subcontractors, agents, heirs, successors and assigns.

OWNER/RELEASOR acknowledges, agrees and understands that hosting and attending an event at the CLUBHOUSE may involve inherent danger and risk relating to Covid-19, including without limitation, the risk of physical illness or injury, death or property damage. OWNER/RELEASOR HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, OR DEATH RELATED TO COVID-19 to the undersigned OWNER/RELEASOR, all owners, members, occupants, guests, and other persons due to the negligence, active or passive, or otherwise while at the CLUBHOUSE. The OWNER/RELEASOR'S obligations hereunder shall include, without limitation, the duty to fully indemnify the ASSOCIATION against claims related to COVID-19. OWNER/RELEASOR HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Association, its director, officers, employees, contractors, contractor's employees, contractor's independent agents, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive from Covid-19 while the undersigned OWNER/RELEASOR, owners, members, occupants, guests, and other persons are hosting an event at the Clubhouse and the Association property. It shall be the obligation of the OWNER/RELEASOR to obtain, read, understand and comply with any and all applicable laws, ordinance, gubernatorial orders, and guidelines concerning COVID-19. All representations contained herein shall survive the execution of this Waiver and the termination hereof.

4. Damage to Association Property. In the event any of ASSOCIATION'S property, including the CLUBHOUSE and property related thereto, is damaged during the course of OWNER/RELEASOR'S rental and use of the CLUBHOUSE and property related thereto, regardless of the person or party who caused such damage, OWNER/RELEASOR shall fully reimburse ASSOCIATION for any and all expenses and costs incurred by ASSOCIATION in curing any such damage.

5. Severability. ASSOCIATION and OWNER/RELEASOR agree and represent that they intend and believe that this Waiver and Agreement is lawful and enforceable in its entirety, and neither ASSOCIATION nor OWNER/RELEASOR will challenge the validity, legality or enforceability of this Waiver and Agreement or any of its provisions in whole or in part. The parties agree that, to the extent any portion or covenant of this Waiver and Agreement may be held to be invalid or legally unenforceable by an agency or court of competent jurisdiction, the remaining portions of this Waiver and Agreement shall not be affected and shall be given full force and effect.

6. Governing Law. This Waiver and Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All litigation related to or arising from this Waiver and the Agreement shall be litigated in a court or courts, whether federal or state, having applicable jurisdiction, sitting within the boundaries of DuPage County, Illinois.

7. Complete Agreement and Amendment. The provisions of this Waiver and the Agreement may be amended, waived or discharged only by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or discharge is sought. This Waiver and the Agreement constitute the complete and exclusive statement of the agreement among the parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

8. Full Knowledge, Consent and Voluntary Signing. The parties acknowledge that: (1) that they have reviewed this Waiver in its entirety before signing below; (2) they have carefully read this Waiver and fully understand its meaning and intent; (3) they understand the Waiver's legal consequences; (4) they agree to all the terms of the Waiver and are voluntarily signing below (5); the Waiver is not being entered into as the result of duress, coercion or undue influence; (6) the only consideration for signing this Waiver are the terms stated herein and in the Agreement and no other promise or representation of any kind have been made by any person or entity whatsoever to cause the signing of this Waiver; (7) this Waiver and the Agreement contains all of the terms and agreements among the parties relating to the subject matter of this Waiver and the Agreement.

9. Legal Fees and Costs. Should any legal dispute and/or litigation arise regarding or pertaining to this Waiver and/or the Agreement, OWNER/RELEASOR hereby agrees to pay ASSOCIATION'S reasonable legal expenses, including, but not limited to, attorney's fees and costs, in the event the dispute and/or litigation is resolved in favor of ASSOCIATION.

IN WITNESS WHEREOF, the parties have executed this Waiver and Release effective as of the date first written above.

OWNER/RELEASOR

_____
Printed Name

_____
Signature

_____
Date Signed

BLOOMFIELD CLUB RECREATION ASSOCIATION

_____
Printed Name

_____
Signature

_____
Date Signed