

# EXCLUSIVE BALLROOM USE AND MAINTENANCE AGREEMENT

THIS EXCLUSIVE USE AND MAINTENANCE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between SHERWIN ON THE LAKE CONDOMINIUM ASSOCIATION "Condominium Association" and \_\_\_\_\_ "Lessee" (Unit Owner).

## WITNESSETH

- A. Lessee desires to use the Ballroom for recreational related activities.
- B. The Condominium Association is willing to grant a revocable license to Lessee to permit it to use the Ballroom according to the following terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein and other good and valuable consideration the receipt and sufficiency which is hereby mutually acknowledged, the parties agree as follows:

**GRANT OF LICENSE:** Condominium Association grants to Lessee a non-exclusive revocable license to enter upon and use the Ballroom for related recreational activities on: \_\_\_\_\_, 20\_\_\_\_ beginning at \_\_\_\_\_ a.m./p.m. and ending at or before midnight the same day.

Lessee agrees that it shall not engage in any for profit or commercial activities in connection with its use of the Ballroom.

**TERM:** This is a revocable license and may be terminated by the Condominium Association, in its sole and absolute discretion, upon giving 10 (ten) days written notice to Lessee. In addition, upon such notice as the Condominium Association shall, in its sole and absolute discretion, deem appropriate, this license may be terminated by the Condominium Association in the event that the Condominium Association deems termination to be appropriate for public health reasons.

**FEE AND DEPOSIT:** Lessee shall submit in advance a check for the appropriate **non-refundable fee** (breakdown below) and a \$100.00 Damage Deposit to be refunded within 5 (five) days of the expiration of this lease. Proceeds, if any, deducted from the Damage Deposit shall be at the sole and final judgment of the Board of Directors.

**BALLROOM FEES:** Any gathering of 12 (twelve) or more people that are **NON-SHERWIN** residents requires an exclusive use agreement, proof of adequate insurance, a Damage Deposit of \$100 and an appropriate fee (see below). A Gathering of Any Size using Audible Music (Live or Recorded) also requires an exclusive use agreement. If needed, additional days for set-up and take-down cleaning must be scheduled in advance as other parties will not be allowed to schedule or use the ballroom during these times.

12 to 25 people: \$75

26 to 50 people: \$100

51 to 75 people: \$150

76 to 100 people: \$200

Over 100 people: \$400

Set-up day: Additional \$75

Take-down day (full day after event): Additional \$75

Take-down half-day (half day after event; cleaning complete by noon): Additional \$50

**USE OF PROPERTY:** The Lessee shall at all times during the term of this Agreement comply with and require all persons using any part of the Ballroom comply with all public laws, ordinances and regulations applicable thereto and to all operations thereon. "Sky Lanterns", "Fire Balloons" and all similar airborne devices with open flames are illegal in Illinois since 2013 and are strictly prohibited on Association

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property. Only painters' masking tape may be used on walls and other surfaces: use of other tapes or adhesives will be considered as damage to the Ballroom. Lessee shall ensure that Lessee and Guests do not damage the Ballroom, furnishings and equipment. For example, Lessee and Guests shall not stand on furniture or smoke in any indoor common areas. Lessee shall ensure that front building entrance doors, back entrance doors and veranda gate be closed and locked at all times during the event unless Lessee or Lessee's designee is present and controlling admission of deliveries and Guests.

**MAINTENANCE:** Lessee agrees that during the term of this Agreement it shall at its sole cost and expense remove any trash and debris from the Ballroom arising out of its use and return the Ballroom, Beach and Veranda to prior lease condition by 9 a.m. the following morning. **Failure to do so shall result in a Damage Deposit deduction made at the sole and final judgment of the Board of Directors.** Additional Damage fees may be imposed at the Discretion of the Board.

**AMPLIFIED MUSIC:** All amplified music either live or recorded must end by midnight on Friday and Saturdays and by 9:00 p.m. all the other days of the week. Failure to do so will result in a \$100.00 fine, as well as possible loss of future Ballroom reservation privileges.

**NON-LIABILITY:** Lessee shall not hold the Condominium Association liable for any loss, damage or injury of any kind or character to any person, or property, arising from any use of the Condominium Association, or any of its agents, employees, licensees, or invitees, or by or from Agreement, and Lessee hereby waives on its behalf all claims and demands against the Condominium Association for any such damage, loss, or injury.

**INDEMNITY:** Lessee agrees to indemnify and hold harmless the Condominium Association, its agents, affiliates and employees from any liability, cost and expense, including attorney's fees, which arise out of, or are in connection with the use of the Ballroom in accordance with this Agreement. Lessee agrees to obtain, at its sole cost and expense, liability insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) insuring against personal injury, death and property in connection with the use of the Ballroom, and Lessee agrees to provide a proof of insurance document naming Condominium Association as a "certificate holder" or "additional interested party."

**ASSIGNMENT:** Neither party to this Agreement may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party. Any such assignment without the consent of the other party thereto shall be null and void.

**MODIFICATION:** This Agreement shall not be modified or amended except by written agreement signed by all parties hereto.

**BINDING EFFECT:** This Agreement shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
LESSEE (UNIT OWNER) SIGNATURE      Date      Unit Number      Event host name and unit number

\_\_\_\_\_  
LESSEE (UNIT OWNER) PRINTED NAME      Phone      Event host phone

\_\_\_\_\_  
SHERWIN ON THE LAKE CONDOMINIUM ASSOCIATION SIGNATURE      Date

\_\_\_\_\_  
BOARD OF DIRECTOR MEMBER PRINTED NAME