

# FACILITY RENTAL AGREEMENT

## Columbia Sportsmen's Club Inc.

Today's Date \_\_\_\_\_

Member User/address/email/phone number/membership #

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact email: \_\_\_\_\_

Phone #s \_\_\_\_\_

This rental agreement is entered into on this Month \_\_\_\_\_ Day \_\_\_\_\_ / 202\_\_\_\_\_ by and between The Columbia Sportsmen's Club Inc, LESSOR, hereafter referred to as "Club" and (Member Name) \_\_\_\_\_, LESSEE, hereafter referred to as the "USER", the parties hereto intending to be legally bound, and in consideration of mutual covenants, hereafter contained, agrees as follows:

### **Grant**

Club on the dates and times set forth herein, and subject to the terms and conditions of this agreement, and its subparts, hereby grant to User a license to use the Facility for an event to be held on

\_\_\_\_\_/\_\_\_\_\_/202\_\_\_\_\_

Access to the facility for the event will commence at \_\_\_\_AM/PM, and will end at \_\_\_\_\_AM/PM

### **Payment**

The User will pay to the Club a \$25 rental fee and a separate \$150 security deposit check. Upon initial request a clubhouse reservation date will remain tentative for two (2) weeks. If payment and security deposit are not received within that time frame the date will be released to the general membership.

### **Deposits and Damages**

1. Any cancellation will be made to the Clubhouse chairman, and if made less than two weeks before the event will cause the User to forfeit \$25.00 of said deposit.
2. Deposit shall be in the form of a check or cash. The Club will hold the money until such time the premises is returned in the same condition as when rented, unless stated otherwise in these agreements. Checks will not be postdated.

3. If any damages occur to the Club property, (including the cost to clean, or any repairs, replacements need to be made to the facility because of User's exercise of its right under this license), User will pay Club for any such damage, repair, or replacement, upon Club's demand.
4. Damage cost will be converted from the deposit, as determined by the Club's Executive Board's sole discretion. The Board will be the sole judge as to the violation, losses or damages inflicted. If the deposit is not sufficient to correct any damages, the User will be liable for any additional costs to bring the Club back to its pre-event condition.
5. Should the User fail to fully comply with the terms of this agreement, in addition to other penalties, User may forfeit their membership to the Club without any return of their membership fees.
6. The Member/User understands and agrees, whether User is present when any damages may occur, the fact that User was not present to prevent such damages, will not be a defense to User's liability.
7. Should damages occur to the Club, the Club at its sole discretion may allow the Member/User to make the repair. Whether the repair is satisfactorily made will be determined at the sole discretion of the Executive Board.
8. The User is aware, Members have 24/7 access to the building for gathering, and using restrooms, and since the Club operates on a "Honor System", in rare instances prior to your rental, the Club may have incurred usage where the Club was not left in the most favorable condition prior to your rental, and such, will not release the User from properly cleaning the Club before leaving. Report any unsatisfactory conditions to the Clubhouse Chairman.
9. If at the time User commences using the Club, you observe a condition, missing, or damage that was not observable at your previous inspection, take pictures and please call the Clubhouse chairman and advise him of the condition.
10. Should the Club return User's deposit, (which can include destroying your uncashed check) such will not be considered a waiver as to claim for damages from User which were not yet determined, mistakenly overlooked, or revealed. Damage claims will survive the termination of this agreement.
11. Repairs, yard work, maintenance, upgrades are done mostly with the help and cooperation of members. Work details can be organized to occur on any day of the week. The Club reserves the right to hold a work party that may interfere with an event without previous notice to User. The Club will make an effort to minimize any interfering.

**The Club will not be used for the purpose of  
incurring a profit for the Member**

12. The User understands there is a minimal charge for using the Club, and as such, the Member will not ever let the Club out for an event to make a profit from the letting.

**Facility**

13. The Facility includes but not limited to:

- a. Clubhouse:
- b. Appurtenances:
- c. Lake:
- d. Pavilions:
- e. Equipment:
- f. Boat docks:
- g. Boats.

#### **Interference**

14. The User shall use the facility in a manner that does not interfere with other Members and their guests, from using the restrooms. Remember, the User does not have the exclusive use of the facility. Other members are expected to respect the rights of a party in progress.

#### **By-laws and Premises Rules**

The Club's current By-Laws as amended are incorporated into this document by reference and are made a part of this agreement herein.

#### **Indemnity**

15. To the full extent authorized under the laws of Illinois, the User will indemnify, defend, and save harmless Club, Club's officers, employees, Members, agents, or any person who has served at the Club's request, from and against any and all loss, cost, (including our reasonable attorney fees), damages of all kinds, expenses, and liabilities, (including statutory liabilities, and those arising under workers compensations laws), in connection with claims, judgments, damages, penalties, fines, losses, suits, administrative proceedings, arising out of any act or neglect by User, and User's agents, invitees, representatives, in, or on about the facility. This indemnity will survive the termination of this agreement. User hereby releases Club from any and all liability or responsibility to User, or anyone claiming through or under User by way of subrogation or otherwise, for any loss or damages to equipment, or property of User.

#### **Clubhouse Usage Guidelines**

16. A separate document consisting of two pages, called "Clubhouse Usage Guidelines" are incorporated into this document by reference, and are made a part of this agreement herein. By signing this document, you agree you have received a copy of the said Guidelines. Copies are available on our website.

17. The Rental agreement shall be read in conjunction with the "Clubhouse Usage Guidelines", and By-laws. Should the Rental Agreement conflict with other rules, (By-Laws), (Clubhouse Guidelines), the Rental Agreement will be given its meaning first.

**Guest Fishing**

18. When in conjunction with using the Clubhouse, all non-member children can fish for the duration of the event, for a total fee of \$10 per day. Fishing by non-member adults is the regular \$5 per guest per day. All fishing by a guest is “Catch and Release”. Deposit the money in the money deposit box located in the Clubhouse.

**Government Executive Orders/Recommended Guidelines**

19. At the time the Member uses the Club, a government, or quasi-government agency may have suggested, and/or mandated that people maintain certain social distancing, and other rules limiting how the Club may be used. It is the User’s sole responsibility to use the Club conforming to those guidelines. The User will hold harmless and indemnify the Club for any damages, or liability they may incur when User does not abide by such Executive Orders. (Paragraph 16 is made a part of this paragraph herein)

**Terms Ruled Invalid by a Competent Court of Law**

20. Any term, condition, and/or covenant in this agreement, deemed by a competent Court of law as void and/or illegal, that term will be deleted from this agreement and the remainder of the agreement will be given its full meaning.

**Governing Law**

21. The agreement will be governed and construed by the laws of the state of Illinois. Any legal actions, claims, or demands shall be handled by a court of competent jurisdiction located in Monroe County, Illinois.

**Attorney Fees and Cost**

22. Should the Club be required to obtain the advice of a lawyer, the User agrees to pay the Club’s reasonable attorney fees and cost, whether a suit is filed or not, including the Club’s cost and reasonable attorney fees at trial and/or on appeal.

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A representative of Club/Clubhouse Chairman and/or Officer

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Member-You unconditionally and irrevocable guarantee the performance of this agreement.

Rev 2-3-2023 4th