

DARIEN SWIM & RACQUET CLUBHOUSE LICENSE AGREEMENT

This Agreement is made on the ____ day of _____, 20__ between **Darien Swim & Racquet Club**, a corporation under the laws of the State of Illinois and located at 1001 Hinsbrook Ave, Darien, IL, herein called licensor and (Renter's Name) _____, residing at (address) _____, herein called licensee. In consideration of the mutual promises contained, the parties agree as follows:

**SECTION ONE
GRANT OF LICENSEE: DESCRIPTION OF PREMISES**

Licensee hereby only grants by licensee to occupy and use, subject to all the terms and conditions hereof, the following described premises: the clubhouse consisting of approximately 2900 sq. ft. and adjacent washroom facilities with a maximum number of occupants not to exceed 150 individuals. The Kitchen and all appliances in the Kitchen will not be available for use by Non-Members of the Darien Swim & Racquet Club. Absolutely no propane gas or other fueled cooking devices are to be used in the clubhouse. An automatic forfeit of the security deposit will be rendered if this rule is violated. Members will be entitled to use the ice machine, but not the oven, oven is no longer part of the rental. Pool area, Pool decks and Other Pool Facilities are not included. The swimming pool may be used for an additional charge. All non-member guests who wish to use the pool may do so for a fee of \$7.00 per person to be paid at the time of use. We do not accept cash all guest fees must be paid by check. The renter may start a list upon approval of the on-site manager to be paid by check at the end of the party or the close of the pool, whichever comes first. Please note that the staff reserves the right to deny access to any guests should the staff determine that the pool is crowded that day. This means that the use of the pool is likely, but **NOT** guaranteed.

**SECTION TWO
PURPOSE AND ASSIGNABILITY**

The premises may be occupied and used by licensee solely for Party/Meeting, and for any incidental purposes related thereto during the period beginning, Month _____ Day __, 20__ at 10:00 am until 1:00 am the following day.

Current Board of Directors or current Club Members being granted a license to use the premises hereby affirm that the premises shall be used for their own personal purposes, that they are not providing the premises for any other organization, business, acquaintance or any other entity or individual(s), and that they will be attending the event described above. Violation of purpose by a current Director or Club Member shall result in forfeiture of any and all privileges afforded to the current Director or Club Member.

This agreement shall inure to the benefit of and be binding on the successors and assignors of the parties hereto, but may not be assigned to any other party without the prior consent of licensor. In the event the licensee is two or more persons, then the obligations of licensee shall be their joint and several obligations.

**SECTION THREE
PAYMENT AND SECURITY DEPOSIT**

In order to assure performance of licensee's obligations under this Agreement, licensee, at the time of signing this Agreement, shall deposit with licensor, the security deposit as outlined below according to the Fee Schedule. The full rental fee is required no less than 45 days from said date on Section Two. The said date will only be reserved upon receipt of the security deposit and signed license agreement. Licensee is required to check the rental calendar for availability and send an email to rental@darienswim.com on the day this Agreement is printed, the licensee will then be granted the reservation of the date above, for seven (7) days from said email. If the Agreement along with the security deposit is not received within the 7 days of said email, the date will no longer be held for licensee.

<u>Members*</u>		<u>Non-Member:</u>	
<u>Rental Fee:</u>		<u>Rental Fee:</u>	
Monday through Thursday	\$ 350	Monday through Thursday	\$ 450
Friday, Saturday, Sunday & Federal Holidays	\$ 700	Friday, Saturday, Sunday, & Federal Holidays	\$ 800
<i>Security Deposit</i>	\$ 500	<i>Security Deposit</i>	\$ 500

Rental Check Amount \$ _____

Security Deposit Amount \$ _____

**Member must be a current season pool member*

**SECTION FOUR
TERMINATION, CANCELTION, FORFEITURE OF DEPOSIT AND NOTICE**

Either party may terminate this Agreement at any time by giving notice to the other party, specifying the date of termination, such notice to be given no less than 45 days prior to the date herein specified in Section Two. Cancellations from Licensee within 45 days from said date on Section Two is subject to the forfeiture of deposit on Section Three. No refunds will be issued for cancellations within 21 days from said date herein specified in Section Two. Notice of cancellation must be submitted in writing and sent via email to rental@darienswim.com.

Licensor may, at its election, terminate the permission forthwith at any time if licensee shall fail to comply with or abide by each and all provisions hereof or keep and singular licensee's promises herein. Waiver by licensor of any breach of any term or provision hereof shall not be deemed a

waiver of any subsequent breach of the same or any other term or provision hereof. Should the premises or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate and in the case of partial destruction, this Agreement may be terminated by either party by giving notice within three days following such partial destruction.

If licensee terminates this Agreement without prior notification to licensor as set forth in this section, 100% of the security deposit set forth in Section Three will be forfeited to licensor as liquidated damages. Failure to submit the full rental fee within 45 days from date set forth in Section Two, will be considered a cancellation without notice by licensee and subject to forfeiture of deposit.

Any notice to licensee hereunder shall be sufficient if served on licensee personally or posted on the premises and if so posted, shall be deemed served on the date of posting or mailed to licensee directed at their last known address and, if so mailed in the State of Illinois, shall be deemed served on the business day following the day of the mailing. In the event the licensee is two or more persons, then any notice given to one of them shall be deemed notice to all.

SECTION FIVE LIMITATION ON USE

The permission to use the premises is not exclusive to licensee and licensee shall have the privilege hereunder only of occupying such portion of the premises as specifically set forth in Section One.

Licensee shall not use the premises for commercial purposes (unless specifically agreed to by licensor in Section Two), shall not perform or permit any licensee, guests, invitees or others to perform any disorderly conduct or commit any nuisance on the premises or to use the premises in any way so as to interfere with other licensees or grantees of privileges which licensor may grant them in the premises. Licensee shall not keep as a licensee, guest, invitee or others any person objectionable to licensor's representative in charge of the above premises.

Licensee shall not permit any guest, invitee, or others to erect, install or attach any temporary structures, fixtures, shelters or other things to the premises.

Licensee further agrees and covenants to properly care for the premises and on termination of this Agreement, to peaceably surrender possession of the premises in good order and condition they are now, ordinary wear and tear expected.

SECTION SIX CONDITION OF PREMISES

Licensor does not warrant or represent that the premises are safe, healthful or suitable for the purpose for which the license is permitted under the terms of this license and as described as in Section Two. However, licensee has inspected the premises and personal property contained thereto and has found the premises to be in safe, healthful and suitable condition for the purpose the license is permitted under the terms of the license. **PLEASE PUT TABLES and CHAIRS AWAY WHEN DONE!**

SECTION SEVEN INDEMNIFICATION

Licensee shall exercise their privileges at their own risk and, irrespective of any negligence of licensor, licensee shall indemnify licensor against all liability for personal injuries, property damage, loss of life or property and any other damages, costs, losses and expenses resulting from, arising out of, or in any way connected with, the occupation or use of the premises by licensee or the licensee's guests, invitees or others, or the failure on the part of the licensee to perform fully all and singular licensees promises herein. Licensor shall not be liable to licensee if for any reason whatever the licensee's occupation or use of the premises hereunder shall be hindered or disturbed. Licensor is not liable for any fees, fines, or citations issued to the licensee from the Municipality.

SECTION EIGHT REMOVAL OF PROPERTY

On revocation, surrender or other termination of the permission hereby given, licensee shall quietly and peacefully surrender the portion of the premises occupied by the licensee in as good condition as same were at the time of licensee's entry thereon hereunder and shall remove all property, equipment and other things placed by the licensee on the premises hereunder, and if licensee shall fail to do so, licensor shall have the right to make such removal at licensee's expense, the amount of which expense licensee shall pay to licensor on demand and, if licensor shall so elect, the licensor shall have the right to take possession of and appropriate to itself without payment therefore any property of licensee or anyone claiming under it then remaining on the premises.

SECTION NINE WRITTEN AGREEMENT AS ENTIRE UNDERSTANDING OF PARTIES

The making, execution and delivery of this Agreement by licensee has been induced by no representatives, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements of understandings, written or oral, in effect between the parties, relation to the subject matter of this Agreement.

**SECTION TEN
TIME IS OF THE ESSENCE**

Time is of the essence of the provisions hereof.

In witness whereof, the parties hereto have executed this License Agreement at Darien, Illinois the day and year listed above by licensee and upon acceptance of payment as outlined in Section Three by licensor.

Licensee:

Signature: _____

Print Name: _____

Address: _____

Phone: _____

Email: _____

Return completed Agreement along with payment to:

Darien Swim & Racquet Club
c/o Rental Chairperson
1001 Hinsbrook Ave.
Darien, IL 60561

Deposits and Rental payments can be made via Zelle to payment@darienswim.com.

Receive your deposit reimbursement from Darien Swim & Recreation Club via Zelle.
A fast and safe way to receive your refund directly to your bank account.

Zelle Information: _____