

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 All evening events shall conclude before 1:00 a.m. of the next day and the building must be vacated by 1:30am as the alarm will automatically set.

Name of Sponsored Guest and Phone # _____

Number of guests attending: _____

**Alcohol: Yes No ALCOHOL MUST BE CONTRACTED THROUGH OUR APPROVED HOLISHOR VENDOR
 NO OUTSIDE ALCOHOL MAY BE BROUGHT INTO BALLROOM**

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 and the return of the key card. 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!*

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

.....
BELOW TO BE FILLED OUT BY OFFICE

Member in good standing at reservation: Yes _____ No _____
 Reservation Fee \$250.00. Date pd _____ Ck # _____ \$ _____
 Key Card # _____ Given To _____ Date _____ Returned Date _____

Rental Fees for Ballroom Use

<small>Guest count includes: Caterers, photographers, DJ's/bands, etc.</small>		
Up to 75 Guests - \$85.00	76 to 150 Guests - \$170.00	151 to 300 guests - \$340.00
Cleaning Fee (Required) \$75.00	Cleaning Fee (Required) \$125.00	Cleaning Fee (Required) \$150.00
Damage Deposit (Required to Reserve Date \$250.00)		Decorating Day Before: \$85.00
KEY CARD MUST BE RETURNED TO RECEIVE DEPOSIT REFUND		

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

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

NOTIFICATIONS: Housekeeping _____ Maintenance _____

Round Tables – 10 (5' Dia) seats 6-8) / Rectangle Tables – 22 (8') seats 8-10

I have read & understand the attached 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 _____

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 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 restaurateur/caterer 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 \$340.00

3. RENTAL PERIOD & BALLROOM ENTRY

The rental term shall be from 8:00 a.m. on the day of the scheduled event to allow for decorating, set-up, and catering services. The key card will be available the week of your event. All evening events shall conclude before 1:00 a.m. of the next day and the building must be vacated by 1:30am as the alarm will automatically set.

4. DAMAGE DEPOSIT & ADDITIONAL FEES

The reservation fee of \$250.00 damage deposit 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. The keycard MUST also be returned to receive your damage deposit refund. There is a drop box to the right side of the doors outside the building to return keycard.

- A cleaning fee is required 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 at the conclusion of the event. This includes but is not limited to trash removal, clearing the tables of all items including coverings and debris and cleaning the floor of excessive debris. All rental items, personal decorations, etc. must be removed after the event.
- Any excessive or unusual clean up that is done by the association, which was caused by the member/sponsor or guests will be paid from the security deposit. Removal of vomit, blood, urine or other bodily fluids will be considered excessive and unusual clean up. The cost will depend on the amount of time and supplies needed to clean the area. Additional charges will be levied for not adhering to this policy.

The ballroom may be rented the evening before the event (provided it hasn’t already been reserved) for decorating at a cost of \$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	\$340.00
Notification Days	Cancellation Cost to Member		
>90	\$ 25.00	\$50.00	\$100.00
89-60	\$35.00	\$70.00	\$140.00
59-30	\$55.00	\$110.00	\$ 220.00
<30	Loss of entire rental fee \$85.00	Loss of entire rental fee \$170.00	Loss of entire rental fee \$340.00

***All refunds will be made by mail.**

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 and the keycard has been returned, a full refund (\$250) of your damage deposit will be mailed to you. **There is a drop box to the right side of the doors outside the building to return keycard.**

7. COMMERCIAL CATERING/POTLUCK

- Commercial catering is defined as “providing food/beverage (non-alcoholic) including set-up, serving, and clean up of said food/beverage (non-alcoholic) 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 or sponsored guest. The ballroom kitchen facility may be used to reheat foods as necessary. Crockpots are allowed, 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 of clubhouse facilities and deposit. All persons will be required to leave immediately.
- Members and Sponsored Guests may use a caterer of their choice to provide food for an event. In the event of damaged or missing property from the ballroom by a caterer hired by members or sponsored guests, the member or sponsored guest will be held responsible for any associated fees.

8. ALCOHOLIC BEVERAGES

A Member or Sponsored Guest may NOT bring in any alcoholic beverages of any kind. If a Member wishes alcohol to be served, the Member must contract through our approved Holishor vendor who has the Licensing and Dram Shop Insurance necessary to provide such alcoholic beverages at our facility. Bartenders may not consume alcohol during the event, nor may they be a guest of the function.

For alcohol/bartending service information call Rhonda (Wiggler's) @ 618-558-3910

9. WEDDINGS ON THE BEACH

- Weddings are permitted outdoors with the following conditions.
- Weddings 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 waterfowl 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 are 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.
- Any special arrangements must be made in writing and require written approval prior to the event.

10. RULES AND RESTRICTIONS

Attendance may not exceed 300 persons in accordance with Fire Marshal regulations. If it is determined 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.
- The use of any type of flame (e.g., candles) is prohibited throughout the ballroom. The new “flameless candles” which are battery operated are permitted for use.
- 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.
- Note: Rice, confetti, flower petals, glitter, sparklers and blowing bubbles are not permitted inside or outside the ballroom.
- No equipment may be set-up on the dance floor.
- All rental items, personal decorations, etc. must be removed after the event.
- **Existence or consumption of alcohol during the event without a liquor caterer or a 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

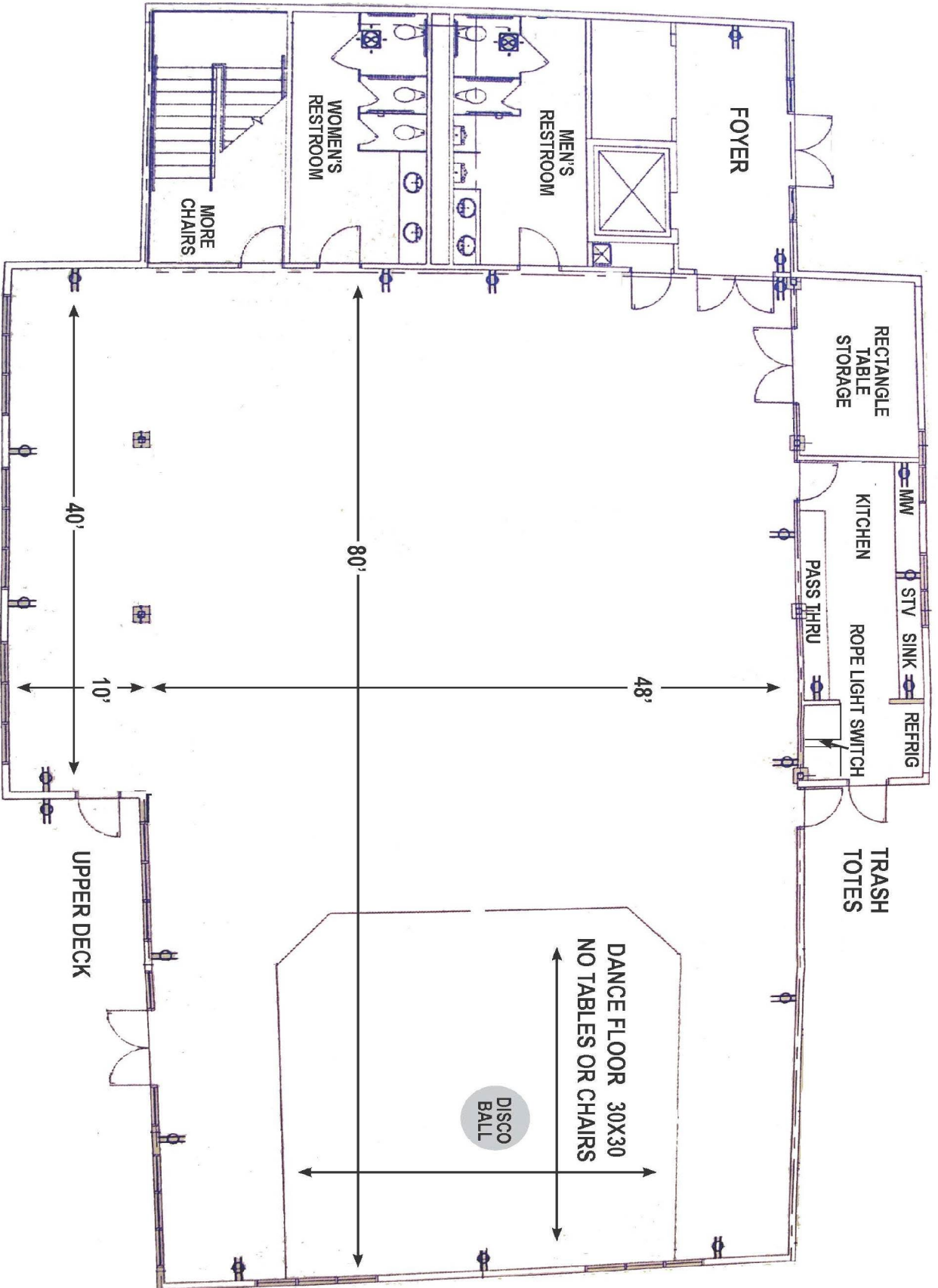
In the event that a Member commits a breach of any portion of this Agreement, as defined in Paragraph 11, the Lessor may, in addition to any other legal or equitable remedies, seek any such remedies that may be available to Lessor.

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.



Round Tables - 10 (5' Dia) seats 6-8)
 Rectangle Tables - 22 (8') seats 8-10