

**RULES & REGULATIONS
CONCERNING RESIDENTS' USE
OF
N.E. PENTHOUSE ROOM**

Community Specialists, Agents for the James/Kilmer Condominium Association, hereby agrees that _____, of **Unit # _____**, may have the use of the NE Penthouse on _____, from _____ **PM** until _____ **PM**, upon compliance with the following rules, regulations and conditions.

1. Reservation requests are to be made in writing in the Management Office at 1560 N. Sandburg Terrace, during regular business hours (9:00 AM to 6:00 PM, Monday through Friday).
2. Reservation form requesting the use of the NE Penthouse Room indicating date and time of event, number of guests expected, and nature of event (i.e., dance, card party, shower, etc.) A Release of Liability to the Homeowner's Association and its Agents must be completed and signed by the Host. Form must be accompanied by rental charge of **\$200.00 plus a \$300.00 refundable Security Deposit.**
3. Building Management shall provide Resident with a statement indicating the charges for cleaning, and Resident shall immediately pay to Management Office all of such amount. Such a decision will be left to the discretion of Management and charges at prevailing rates. Payment must be made before Security Deposit is returned.
4. Confirmation of the NE Penthouse Room is made by payment of fees and completion of the required forms within five (5) days after the reservation has been made. "Last Minute" reservations will be subject to the availability of the room and **immediate** completion of all requirements. No reservations may be confirmed with deposit more than 60 days in advance. James/Kilmer Residents will be given priority.
5. The NE Penthouse Room may be reserved **ONLY** by an Owner or Renter of James/Kilmer. The Owner or Renter must be present throughout the duration of the event. Each Host/Hostess is responsible for the actions and behavior of all guests.
6. Resident shall not permit more than 60 persons to be present in the NE Penthouse Room at any one time, and shall not permit his/her use of the room to extend beyond 1:00 AM on Fridays, Saturdays, and evenings preceding holidays, or beyond 10:30 PM on Sunday through Thursday evenings. **Please note, guests should be out of the room and the room reasonably cleaned by the end of the contracted time (1:00AM Friday,**

Saturday and evenings preceding holiday and by 10:30PM Sunday through Thursday). This does NOT mean that guest should leave by the contracted time. Please allow ½ hour to clean up the room prior to the close of the room. Therefore hosts are required to end the party and have all guests leave the room ½ hour prior to the end of the contract time (12:30AM Friday, Saturday and evenings preceding holiday and 10:00PM Sunday through Thursday.)

7. For security purposes, an alphabetized Guest List for any party or meeting must be provided to the James/Kilmer Management Office at least 48 HOURS prior to the date of the room's use. **WITHOUT A GUEST LIST, RESERVATION FOR THE ROOM WILL BE CANCELLED AND FEES RETURNED.**
8. A minimum one (1) week in advance of the event, Resident must inform the garage operator (Standard Parking) in writing whether or not guests will require parking in the garage. Indicate the date, expected arrival time, anticipated number of cars, and the expected time of departure. Guests should be informed that the garage can only accommodate a relatively small number of guest cars at any one time in the garage, and that a guest-parking fee will be charged. **DO NOT GUARANTEE A GUEST THAT THEY WILL BE ABLE TO PARK IN OUR GARAGE.**

James/Kilmer Garage Office: (312) 787-5436

9. All deliveries to the NE Penthouse Room must be made by means of the service elevator and the Receiving Room of the Building, and shall be subject to the control and regulation of the Building.
10. The Building provides furnishings (tables, chairs). Depending on availability, kitchen facilities may be available. (Check with the Management Office the day before your event). It is understood that the Resident shall be responsible for the maintenance of the aforementioned furnishings.
11. Live music is not permitted. The volume of music from stereo equipment must be kept at reasonable levels.
12. **Smoking is not permitted in any area of the 44th floor, inside or out.**
13. Resident shall not permit or do anything in the Hospitality Room that will disturb, annoy or interfere with the rights, comforts, or convenience of other Residents or occupants of the Building.
14. No fees for admission or attendance or for food and/or drinks may be charged to anyone attending an event in the NE Penthouse Room. The NE Penthouse Room is for the **private social use** of James/Kilmer Residents.

15. Resident agrees that **he/she will not permit the sale** of any intoxicating substances in the NE Penthouse Room. Organizations or clubs made up solely of Building Residents and their guest may be permitted to use, but not sell, alcoholic beverages.
16. Hosts are strongly requested to put the room in order as much as reasonably possible **immediately after** the event. All perishable food items must be removed from the room and all garbage must be bagged and taken down to the garbage area. If assistance is required, you may contact the maintenance staff. Hosts are permitted to return the following morning to remove any remaining items but must do so no later than 10:00AM. Please note, another party may be scheduled for the following evening, therefore the room must be returned to its original condition no later than 10:00AM the following morning.
17. **NOISE**
There are several units located directly underneath the hospitality room that from time-to-time can hear noise from parties being held. If a complaint is filed with the doorman on duty, the security guard will notify the host of the party to turn down the music and/or ask the guests to lower their voices so as not to disturb the residents near the hospitality room. **If subsequent complaints are filed, the Manager will be contacted and the party may be terminated immediately.**

In the event that the Owner fails to comply with these rules, regulations, and conditions for the use of the NE Penthouse Room, Building shall have the right to immediately terminate Owner's use of the NE Penthouse Room, and may prohibit Resident from again using the Hospitality Room NE Penthouse Room, and may treat such failure of Owner as a default by Owner under the Lease/Condominium Declaration between Building/Condominium Association and Owner for **Unit # _____ at _____ North Sandburg Terrace.**

In consideration of my use of the James/Kilmer Hospitality Room at Carl Sandburg Village Association #7, Chicago, IL, for myself and for my spouse, children and all other family members and our respective heirs, personal representatives, successors, assigns and care givers (collectively the "Releasing Parties") do hereby fully and forever release and discharge the members of Carl Sandburg Village Condominium Association #7 and its present, former and future officers, directors, agent, employees, successors and assigns (collectively the "Released Parties") of and from claims (including, without limitation, counterclaims, cross-claims and third party claims), demands, causes of action, liabilities of whatever kind, nature or description, known or unknown, direct or indirect, which arise from incurred as a result of my use of the NE Penthouse Room; and I hereby waive any and all claims, demands, and causes of action against the Released Parties. I fully understand and agree that my use of NE Penthouse Room is solely at my own risk. I also fully understand that the Association, its Board of Directors, its Managing Agent or its Employees shall not be responsible for any items left in NE Penthouse Room.

SCHEDULE OF FEES

James/Kilmer Owner/Resident \$200.00

Security Deposit \$300.00

In Witness Whereof, Building and resident have caused this instrument to be duly executed this _____ day of _____, 20_____.

**JAMES/KILMER CONDOMINUM ASSOCIATION
MANAGED BY COMMUNITY SPECIALISTS**

BY: _____

FEE: PAID _____

CHECK # _____

SECURITY DEPOSIT: PAID _____

CHECK # _____

Resident Signature(s)

Resident Home Phone: _____

Resident Work Phone: _____

JAMES HOUSE NE PENTHOUSE ROOM

House Rules Reminder Sheet

To be given to the host the day of the event

- Only residents and/or owners may rent the hospitality room.
- The resident hosting the event **MUST** be present at all times during the event.
- No more than 60 people may be present at any time during the event (fire code).
- A guest list must be provided to the Management Office 24 hours prior to the event.
- **NO LIVE MUSIC!** Any recorded music must be kept at an appropriate level so as not to disturb any other residents in the building.
- Smoking is not permitted, inside or outside.
- Admission fees or sale of alcohol are strictly prohibited.
- Guests must be removed and the room cleaned up **BEFORE** the end of the event. This means that guests should be removed from the room ½ hour prior to the end of the event to allow time for cleanup. Events are required to end by:
 - 1:00AM – Fridays, Saturdays and evenings before holidays
 - 10:30PM – Sundays through Thursdays
- The room must be cleaned immediately after the party has ended. This means that all perishable goods must be removed and all garbage removed.
- The person hosting the party is responsible for the actions of every guest at the event. Security guards are supplied in order to maintain order and make sure that the event does not disturb any resident in the building. Residents are required to follow the instructions of the guard at all times.
- **NOISE** – Do to the close proximity of units to the hospitality room, the host must understand that it is their responsibility to make sure the party is kept under control. If a noise complaint is filed, the guard will notify the host(s) and request that he/she rectify the cause of the nuisance. If further complaints are filed, the Property Manager will be contacted and the party may be terminated immediately.
- **If at any time, the guard cannot determine the correct course of action, they are required to contact the Manager immediately. This includes, but is not limited to; unruly guests and/or residents, guests and/or residents breaking the rules outlined in this document as well as the Rules and Regulations of the Association, drunk guests, or any other issue that needs Management's attention.**

James/Kilmer
Condominium Association

1560 North Sandburg Terrace, Chicago, Illinois 60610

Phone 312 654-1560
Fax 312 654-2082
Email jkecondo@rcn.com

**SUPPLEMENTARY AGREEMENT
HOLD HARMLESS**

In consideration of my renting and/or leasing the James/Kilmer NE Penthouse Room, 1560 North Sandburg Terrace, Chicago, Illinois 60610, I hereby for myself and my successors and assigns release and discharge servants and assigns of and from any and all claims, demands, causes of action of whatsoever nature which I or my successors and assigns ever may have against any of them for, on account of, by reason of or arising in connection with such renting and/or leasing, or my participation therein and hereby waive any and all such claims, demands and causes of action.

Further, I hereby agree to indemnify and hold harmless The James/Kilmer Condominium Association and its officers, employees, agents servants and assigns from any and all claims, demands and causes of action.

Signature

Unit Number

Date

Rental Date _____

Caterer's Agreement _____

Deposit Received: _____ Date _____

Reservation Approved _____ Date _____

Deposit Returned _____ Date _____

James/Kilmer
Condominium Association

1560 North Sandburg Terrace, Chicago, Illinois 60610

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NE Penthouse Room
Caterer's Agreement

Caterer's information:

Name _____

Address _____

Phone _____

Date of Party _____

Room Reserved by: _____

Unit _____ Resident's Phone _____

Signature of Caterer _____

All deliveries of equipment and food must be made by means of the service elevator and Receiving Room of the building, and shall be subject to the control and regulation of the building. Deliveries after the Receiving Room has closed must be requested from the door staff station and available maintenance staff will escort delivery service to Hospitality Room.

Only the Service Elevators are to be used for making deliveries and pick-ups. All deliveries must be made the day of the Hospitality Room's reservation (unless otherwise agreed to by the Management Office). The service elevators must be scheduled prior to the event date.

All food and trash must be removed from kitchen and room immediately after the event and disposed.

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Condominium Association

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THIS CHECKLIST IS TO BE COMPLETED BY STAFF AFTER EACH EVENT IN THE NE PENTHOUSE ROOM.

THE INDIVIDUAL RENTING THE ROOM IS RESPONSIBLE FOR ANY THEFT OR DAMAGE TO THE ROOM, ITS FURNITURE, AND FIXTURES.

___ All food has been removed from the NE Penthouse Room (& kitchen, if applicable), including refrigerator.

___ All trash has been securely bagged for disposal inside the room.

___ All decorations have been removed and disposed of.

___ All equipment/ supplies - including catering - have been removed.

___ All appliances are left clean, if the kitchen has been used.

___ No damage to furniture (tables, chairs, lamps, shelves, and sofas).

___ No tape or adhesive on walls.

___ No damage to walls or flooring.

Notes:

Inspected by: _____

Date: _____

Time: _____

James/Kilmer
Condominium Association

1560 North Sandburg Terrace, Chicago, Illinois 60610

Phone 312 654-1560
Fax 312 654-2082
Email jkcondo@rcn.com

THIS CHECKLIST IS TO BE COMPLETED BY RESIDENT/ROOM RENTER AFTER EACH EVENT IN THE NE PENTHOUSE ROOM.

THE INDIVIDUAL RENTING THE ROOM IS RESPONSIBLE FOR ANY THEFT OR DAMAGE TO THE ROOM, ITS FURNITURE, AND FIXTURES.

_____ All food has been removed from the NE Penthouse Room (& kitchen, if applicable), including refrigerator.

_____ All trash has been securely bagged for disposal inside the room.

_____ All decorations have been removed and disposed of.

_____ All equipment/ supplies - including catering - have been removed.

_____ All appliances are left clean, if the kitchen has been used.

_____ No damage to furniture (tables, chairs, lamps, shelves, and sofas).

_____ No tape or adhesive on walls.

_____ No damage to walls or flooring.

Notes:

Inspected by: _____

Date: _____

Time: _____