

## LICENSE TO USE FACILITIES

USER NAME: \_\_\_\_\_

DATES AND TIME OF USE: \_\_\_\_\_

FACILITIES TO BE USED: \_\_\_\_\_

\_\_\_\_\_

EVENT AND TYPE OF USE: \_\_\_\_\_

\_\_\_\_\_

USE FEE: \_\_\_\_\_

SECURITY DEPOSIT: \$ \_\_\_\_\_

The Association hereby grants permission for the User named above to use the Facilities described above owned or managed by the Association, for the Event and Type of Use set forth above, during the time periods set forth above. User agrees to comply with all of the following, which are conditions of such permission:

1. No Noise. Noise levels shall be maintained at a level that does not disturb nearby residents. No sound amplification devices may be used.
  
2. No Damage/Clean-up. No damage shall be caused to grass, shrubs, trees, landscaping or any structures. If any such damage occurs, whether or not User's own fault, User shall promptly repair the property to its original condition at User's sole cost. All trash and debris associated with the Event shall be cleaned up and removed by User before the conclusion of the Event.
  
3. Security Deposit. User's Security Deposit will be held without interest by the Manager of the Association until the Manager has inspected the Facilities and determined that the area is free of trash and debris and that no damage has occurred. If the area is not properly cleaned up or damage has occurred, and the situation is not remedied to the satisfaction of the Manager within 48 hours from the end of the Event, then the Association may arrange for such repairs, pay for the same with the Security Deposit, and also assess a surcharge of 50% of the

costs incurred as an additional penalty. Any remaining portion of the Security Deposit shall be returned to User only after the completion of such clean up and repairs. If the Security Deposit is insufficient to cover the above costs and penalty, the User will promptly pay the amount of the deficiency to the Association. The costs of such collection, including reasonable attorneys fees, shall also be paid by User.

4. Cancellation. If User cancels the Event, regardless of whether such cancellation is caused by events beyond User’s control, the Use Fee shall be returned to User (or waived, if not yet paid) provided that the Manager of the Association is notified of such cancellation in writing at least 48 hours before the commencement of Event; however, the Security Deposit shall be retained by the Association as liquidated damages. If such cancellation occurs less than 48 hours from the commencement of the Event, then User shall remain liable for the payment of the Use Fee in full.

5. Release and Indemnification. The Facilities are provided to the User on an “as is” basis. The User named above hereby releases and agrees to indemnify, defend and hold the Association and the Manager of the Association (and their respective directors, officers, employees and agents) harmless from and against any claims, liabilities, causes of action, costs and expenses of any kind (including attorneys’ fees) incurred or asserted against the indemnified parties arising out of or related to the Event or the use of the Facilities hereunder, regardless of any alleged negligence by the indemnified parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

SIGNATURE OF USER:

By: \_\_\_\_\_

LICENSE TO USE COMMUNITY BUILDING

Dates and Times: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Group Involved: \_\_\_\_\_

Permitted Use: \_\_\_\_\_

The \_\_\_\_\_ Association (“the Association”) hereby grants the undersigned the right to use the Building for the Permitted Use on the terms and condition set forth below:

1. Permitted Use: The Building may be used by the above group only during the date(s) and time(s) set forth above and only for the Permitted Use. The undersigned states that the group is not part of a “for profit” business and that the Permitted Use is a non-profit use.
  
2. Condition: The undersigned agrees that no damage will be caused to the Building and that the Building will be left in the original condition it was occupied at the conclusion of the Permitted Use. **All chairs, furniture and equipment will be returned to their original locations.**
  
3. Security Deposit: **The undersigned agrees to deposit with the Association by personal check the sum of \$100 as a security deposit for use of the Building.** The security deposited is hereby receipted for, must be paid to the \_\_\_\_\_ Association no later than \_\_\_\_\_, 200\_\_\_\_. If not paid by such date, this License shall automatically terminate. The Association may use all or part of the security deposit as required to clean or repair damage to the Building, if such cleaning or repair is required because of the permitted group’s use of the Building, whether or not the undersigned was personally involved or not. The undersigned agrees that the Association shall be the sole judge of whether such cleaning or repair is required. The Association will make this determination with three business day after the Permitted Use. If no such cleaning or repairs are determined to be required, the security deposit shall be returned to the undersigned, without interest.
  
4. Prohibited Activities: **No Alcohol** or drugs shall be permitted within the Building. No smoking is allowed within the Building. No loud noises, bright lights, odors or other matters that might disturb the surrounding residents are permitted.
  
5. Adult Supervision: If children under the age of 18 will be involved, an adult over the age of 21 must be present at all times.
  
6. Indemnification: The undersigned agrees to indemnify and hold the Association harmless from and against any claims, suit, causes of action, costs and expenses (including reasonable attorneys fees) incurred by the Association (including, but not limited to claims for personal injury, death or property damage) that arise out of or are related to the Permitted Use of the Building or violations of the terms of this agreement.

7. Cancellation: The undersigned shall give the Association as much notice as possible in the event that he/she desires to cancel the scheduled use of the Building. In the event that such cancellation notice is received by the Association less than five business days prior to the scheduled Permitted Use, then the Association may, in its sole discretion, retain all or part of the security deposit as a cancellation fee.
8. The Association retains the right to cancel this license upon 48 hours prior notice to the undersigned in the event that a conflicting use of the Building is requested that has, in the Association's sole judgment, a higher priority for use of the Building (such as, but not limited to, community events originating from the Community Council and meeting of the homeowners association). In that event the security deposit shall be returned to the undersigned. The undersigned has requested to use the Building on the following date(s) and time(s) in connection with the following group for the following purposes (the "Permitted Use"):

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

REPRESENTATIVE OF USER:                      The Association

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Authorized Representative

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

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

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