

GREAT OAKS PROPERTY OWNERS ASSOCIATION

Community Center License and Indemnity Agreement

This Community Center License and Indemnity Agreement is entered into as of the last date of signatures below by and the person(s) signing below as Licensee (hereinafter called "Licensee") and Great Oaks Property Owners Association, acting by and through its authorized representative (hereinafter called the "Association").

Licensee desires to have the exclusive use of the Community Center owned by the Association during the time described below.

The Association agrees to allow Licensee to have such use of the Community Center only upon the terms and conditions contained in this Agreement, which terms and conditions Licensee accepts.

Now, therefore, in consideration of the agreements and covenants contained in this Agreement, which the parties acknowledge are sufficient consideration to support each of their agreement to the terms stated herein, the Association and Licensee agree as follows:

1. **PERMISSION TO USE.** Licensee shall have the exclusive permission to use the Community Center owned by the Association on _____, 20____, from the hours of _____ to _____. The total maximum number of guests expected at such event and allowed hereby to use the Community Center in connection with this Agreement is _____ (Maximum of 75). If Licensee exceeds the scope of this Agreement, including the period of usage, or the number of guests permitted, then Licensee shall be in default of this Agreement, and this Agreement shall be automatically terminated. **Nothing herein shall be construed to convey any property interest in the Community Center or right of possession, it being the intention of Licensee and the Association for this Agreement to grant bare permission to use, which may be revoked immediately, without legal process or proceedings, as set forth more fully below.**

2. **RESERVATION DEPOSIT AND NON-REFUNDABLE USE FEE.** Licensee shall pay the Association, as a Reservation Deposit, the sum of \$100.00 at the time of signing of this Agreement. The Reservation Deposit shall be held by the Association, who shall deduct from it any fees due from Licensee pursuant to this Agreement, including any cleanup and repair expenses. After deducting said fees and expenses, the Association shall refund the difference to Licensee. No interest shall accrue on any sums for which Licensee has a right of reimbursement. In addition to the Reservation Deposit, Licensee shall pay to the Association a Use Fee of \$50.00, which shall be non-refundable, and which does not cover any cleanup or repair expense.

3. **CONDITION OF THE COMMUNITY CENTER.** Licensee accepts the Community Center as is, with all known and unknown faults, damage, defects, dangerous conditions and/or risks of harm. Licensee has either inspected the Community Center, or consciously decided not to do so, before executing this Agreement. If Licensee becomes aware of any dangerous condition of the Community Center that may pose a risk to health, safety or property, then Licensee shall immediately notify the Association. Licensee assumes the risks of entering and using the Community Center. Licensee shall remove from the Community Center all personal property brought there during Licensee's

Permission to Use period, and failure to do so shall constitute abandonment and surrender of ownership of any items not removed.

4. **INDEMNITY.** Licensee agrees to release, and does by signing below hereby release, the Association, its officers, directors, and employees from all damages, liability and claims of every kind, whether to person or property, arising incident to the Licensee's use of the Community Center or arising during the Licensee's use of the Community Center. Licensee agrees to hold the Association, and its officers, directors, and employees harmless from any damage, claim, lawsuit or judgment asserted or sustained incidental to or during the time of such use, and to indemnify the Association, its officers, directors or employees against any and all claims, demands, expenses, including, without limitation, attorney fees, lawsuits or judgments for such loss, damage or injury, **INCLUDING THOSE CLAIMS, DEMANDS LAWSUITS OR JUDGMENTS ARISING FROM THE ACTUAL OR ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS AND/OR EMPLOYEES.**

5. **RULES OF CONDUCT.** Licensee is solely responsible for the conduct of attendees or others in the Community Center incidental to or during the time of the use hereby contemplated. Licensee must be present at the Community Center at all times during Licensee's Permission to Use time period set forth above. Licensee shall provide an adequate number of adults to supervise any children that may enter the Community Center during the time covered by this Agreement. Licensee agrees to be responsible for strict observance and adherence by Licensee and Licensee's attendees of and to all state, federal and other governmental laws and regulations, as well as the rules and regulations of the Association (including all posted signs) regarding use of and conduct at the Community Center. A copy of the rules and regulations of the Association is posted at the Community Center, or may be obtained from the Association if not posted. Licensee is responsible for all persons present at the Community Center, and is responsible for reporting uninvited persons or trespassers immediately to law enforcement.

6. **LIABILITY FOR THEFT, CLEANUP AND DAMAGE.** Licensee shall be responsible for cleanup of the Community Center immediately following the event for which this Agreement is entered and for any theft, loss, damage or destruction to the Community Center or its contents which occurs as a result of the conduct of Licensee or anyone present at the Community Center with Licensee's approval or acquiescence during the Permission to Use period. Licensee agrees to reimburse Association, immediately upon demand, for any sums required for such cleanup, theft, repair or replacement of the Community Center over and above any the Reservation Deposit deposited for this purpose.

7. **ASSOCIATION CONTROL AND SUPERVISION.** The use of the Community Center shall be subject at all times to the right of control and supervision of the Association (through any representative designated by the Board of Directors of the Association), who may, without prior notice to Licensee, demand cessation of any function and demand that all persons present vacate the Community Center. The Association's right to control and supervise shall not constitute a duty to do so, but an option, which the Association may or may not exercise. Licensee disclaims any reliance on the Association's rights of control and supervision.

8. **TERMINATION.** The Association shall have the right to terminate this Agreement for any reason, including, but not limited to, non-payment of fees or deposits. Licensee may terminate this Agreement no later than five (5) days prior to the Permission to Use period set forth above, in which case Licensee shall be entitled to a refund of all amounts paid to

the Association. Cancellation by Licensee after the deadline to cancel shall result in forfeiture of \$50.00 of the Reservation Deposit.

9. **ASSIGNMENT.** This Agreement shall not be assigned by the Licensee. If Licensee attempts to assign this Agreement, it shall be automatically terminated.

10. **ATTORNEY'S FEES.** If the Association is required to employ the services of an attorney to enforce any part of this Agreement, collect any money owed under this Agreement, or respond to any claim or demand of any person related to or arising out of Licensee's use of the Community Center, then Licensee shall be liable to the Association for its reasonable and necessary attorney's fees.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement among the parties regarding the subject matter hereof. No changes to this Agreement shall be valid unless made in writing and signed by Licensee and an authorized representative of the Association.

LICENSEE:

(Signature)

Printed Name: _____

ADDRESS:

TELEPHONE NUMBER: _____

DATE: _____

GREAT OAKS PROPERTY OWNERS
ASSOCIATION

By: _____

Title: _____

DATE: _____