

**SOUTHLAKE RECREATION ASSOCIATION, A Virginia Corporation
OUTDOOR FACILITY USE PERMIT
For Board-Sponsored Event
Southlake Recreation Association Clubhouse**

This License Agreement is entered into this _____ day of _____, 2011, by and between Southlake Recreation Association, a Virginia Corporation (hereafter referred to

as the "Association") and _____,

hereafter referred to as the "Homeowner"), residing at:

Home Phone: _____ Office Phone _____

WITNESSETH:

That for the sum of _____ (Damage deposit of \$100. (Non-Members) and a permit fee of \$25.00, must be paid prior to placement on the calendar. Damage is considered destruction of facility and fixtures, interior and exterior. Clubhouse and Pool facilities are not available to participants for use, without an approved "Clubhouse contract) and other valuable consideration, the receipt of which is hereby acknowledged, the Homeowner and the Association are bound by and in full agreement with all of the provisions of the following terms and conditions:

1. **CONTRACT DOCUMENTS.** The License Agreement and Exhibit "A" attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Agreement") constitute the entire agreement and understanding of the parties. In the event that any of the terms of the License Agreement and the attached Exhibit "A" conflict, the terms contained in the License Agreement shall control over the terms contained in Exhibit "A".
2. **PURPOSE.** This Agreement is for the Homeowner's lease of the Association's multi-purpose and/or softball fields as identified in the Agreement at the Southlake Recreation Center (hereinafter referred to as the "premises") located at 5070 Higgins Drive, Montclair, VA 22025.
3. **TERM.** The term of this Agreement shall be for the following rental period:
Date: _____ Days of Week _____
Time: From _____ to _____ (ending Dec. 31).
4. **ASSOCIATION'S DUTIES.**
A. **Availability.** The Association shall make the Outside Premises available to the Homeowner for the Homeowner's exclusive use and enjoyment during the entire term of the Rental Period.
5. **HOMEOWNER'S DUTIES.**
A. **Fees.** The Homeowner shall pay the Association \$25.00 (Twenty-Five Dollars) (hereinafter referred to as the "Fee") for the use of the Outside Premises during the Rental Period. This fee shall be paid at the time of execution of this Agreement.
B. **Security Deposit.** Homeowner shall pay the Association the sum of One Hundred Dollars (\$100.00) Security Deposit to the Fee. This sum shall be paid at the time of execution of this Agreement. The Security Deposit will be held by the Association to secure Homeowner's full compliance with the terms of this Agreement. The Association may apply the Security Deposit to the payment of any damages the Association has suffered due to Homeowner's failure to return the Outdoor Premises in good condition or to comply fully with the terms of this Agreement. The amount of the Security Deposit is not the limit of the Homeowner's financial responsibility in the event of damages.
C. **Access by the Association.** The Homeowner shall permit access to the Outdoor Premises by authorized agent of the Association during the entire Rental Period.

- D. **Compliance with Laws.** Homeowner agrees to comply with all federal, state, municipal and proprietary laws, rules and regulations while using the Premises.
- E. **Use of Premises.** The Homeowner agrees that the Premises shall be used only for the

following purposes:

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- F. **Alcoholic Beverages and Illegal Substances.** Homeowner shall not serve, sell or use alcoholic substances on the Premises unless Homeowner complies with all laws and licensing requirements of the Commonwealth of Virginia and Prince William County relating to alcohol use, sales or service and has provided the Association with a copy of all applicable licenses. Homeowner shall not serve or sell to or allow the consumption of alcohol by any minors on the Premises. Under no circumstances shall the Homeowner serve, sell, purchase, allow the use of or bring any illegal or controlled substances upon Premises.
 - G. **Standard of Care.** Homeowner shall use due care and diligence in his/her use of the Premises and shall ensure that his/her guests and invitees use the same care and diligence in their use. Upon termination of the Rental Period, Homeowner shall remove all of Homeowner’s property and refuse brought upon the Premises and promptly deliver possession of the premises, in good condition and in compliance with the conditions and rules set forth on Exhibit “A”. The Premises shall be returned in the same or better condition without the need for repair.

In the event the Board of Directors individually waives the requirement for a janitorial fee, and if the Homeowner fails to fully clean the Outdoor Premises as determined solely by the Association, or to repair any damages caused by the Homeowner or his/her guests or invitees, the Association shall hire a cleaning and, or repair crew to perform the tasks required to clean and, or repair the Premises, and all expenses for labor and materials for the cleaning and, or repair plus an administrative cost of \$25.00, shall be deducted from the Security Deposit. Homeowner shall be responsible and liable for and hereby expressly agrees to pay such costs incurred by the Association. Any expenses exceeding the amount of the Security Deposit shall be invoiced to the Homeowner and shall be paid by the Homeowner within fifteen (15) days of mailing. **PARKING** – All participants, to include staff, league families and guests are to park only in the Southlake Recreation Association parking lot. Under no circumstances are vehicles to be parked on any turf areas, or on Southlake Blvd.

- H. **Restoration of Property.** In the event that the Homeowner or his/her guests or invitees cause damage to the Premises or any property located therein and/or to the exterior during the Rental Period, the Homeowner shall promptly remedy such damages and repair such damaged property to a condition substantially similar to that which existed before the damage was caused. In the event the Homeowner fails to do so promptly, the Association shall proceed to repair the damage and hold the Homeowner responsible for the amounts of such repair, and shall withhold this amount from the Security Deposit; however, the Security Deposit is not the limit of the Homeowner’s financial responsibility in the event of damage.
- I. **Indemnification.** The Homeowner shall be fully liable for and hereby indemnifies and agrees to hold harmless the Association, its Board of Directors, agents, other members, residents, guests, tenants, and Managing Agent, for any and all injuries, deaths, damages, causes of action, claims or obligations and any consequential and incidental damages, attorneys’ fees or costs arising out of or relating to any omissions, negligence or willful acts on the part of the Homeowner or its guests caused during the Rental Period. Association shall not be liable to the Homeowner or his/her guests or invitees for any loss or damage suffered during the Rental Period on account of any defective conditions or depreciation of the Premises, structure, furniture or equipment upon the Premises and Homeowner shall assume all risks to persons or property due to latent or patent defects in the Premises and fixtures thereon.
- J. **Responsibility For Personal Equipment.** Homeowner shall be responsible for providing all equipment, supplies and materials necessary for the use and enjoyment of the Premises, except for the furnishings and fixtures presently on the Premises. Homeowner shall be responsible for any loss or damage to the equipment, supplies and materials Homeowner or his/her guests or invitees bring upon the Premises.
- K. **Rules and Regulations.** Homeowner and his/her guests or invitees shall abide by the rules and regulations of the Association for the use of the Premises. The Homeowner shall be present at the Premises during the entire duration of the Rental Period and shall provide adequate supervision for his/her guests and invitees.

- 6. **TERMINATION.** This Agreement shall be immediately terminated upon any violation of its terms, conditions or provisions by the Homeowner. Upon such termination and the request to do so by the Association, Homeowner shall immediately vacate the Premises.

- 7. **ASSIGNABILITY OF THE AGREEMENT.** Homeowner shall not assign this Agreement without the prior written consent of the Association.
- 8. **WAIVER AND BREACH.** A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any other, or any subsequent breach. In the event that the Association is required to file a legal action due to a breach of this Agreement by the Homeowner, the Homeowner shall be responsible for the costs of the action, including, but not limited to, reasonable attorney’s fees as determined by the court.
- 9. **VENUE.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and Prince William County. Both parties hereto expressly agree that if legal action is required to interpret or enforce this Agreement, said action shall be filed in Prince William County, Virginia.
- 10. **BINDING OBLIGATION OF ENTIRE AGREEMENT, COUNTERPARTS.** This Agreement shall constitute the entire Agreement between the parties (inclusive of Exhibit “A”. No variance or modification of this Agreement shall be valid or enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement.
- 11. **SEVERABILITY.** In the event that any part of provision of this Agreement shall be adjudged unlawful or unenforceable under Virginia law, any lawful intent of the provision and the remainder of this Agreement shall nonetheless survive and remain in full force and effect.
- 12. **CANCELLATIONS.** Rental Fee will not be refunded unless extraordinary circumstances prevent the tendering or use of the Premises. The following are the only circumstances considered to be extraordinary events: inclement weather or mechanical failure at the Premises, either of which in the sole opinion of the Association prevent the safe use of the Premises or the sudden serious illness or death of the Homeowner or an immediate family member of the Homeowner.

IN WITNESS WHEREOF, The Homeowner and the Association, by its duly authorized representative, have executed this Agreement on the day and year written below.

SOUTHLAKE RECREATION ASSOC., INC.
A Virginia Corporation

HOMEOWNER:

By: _____
(Without personal recourse)
Title: Management Agent
Date: _____

Signature: _____
Address: _____
Phone: (Home) _____
Phone: (Office) _____
Date: _____

For Office Use Only:	[Date]
Damage Deposit: \$100.00 (Non-Members)	PAID _____
Rental Fee: \$ 25.00	PAID _____
Insurance Certificate furnished (for League-sponsored events)	_____
Net Damage Deposit returned:	_____

Direct Inquiries to:

Lin R. Stauffer
Stauffer Management
P. O. Box 215
Dumfries, VA 22026

(703) 670-2376 (phone & fax)