

### MEADOWLAKE CLUBHOUSE LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MEADOWLAKE HOMEOWNERS ASSOCIATION, INC.**, a Pennsylvania non-profit corporation. ("Licensor"), P.O. Box 520 Meadowlands, PA 15347., and

**Address** \_\_\_\_\_, **Washington, PA 15301** / **Phone #** - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Name** \_\_\_\_\_ ("Licensee") / **e-mail** - \_\_\_\_\_

#### WITNESSETH:

WHEREAS Licensor is the operator of a Clubhouse / Pool facility (the "building") located at **217 Coachside Drive** in the planned residential community known as ("Meadowlake").

WHEREAS Licensee desires to obtain a license from Licensor for the temporary use of a portion of the building; and WHEREAS, on the terms and conditions hereinafter set forth, Licensor is willing to grant to Licensee the right and privilege to enter the Premises for the temporary use thereof.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, covenant and agree as follows:

1. **Preambles.** The preambles recited above are incorporated herein as if set forth at length.
2. **License.** Licensor hereby grants to Licensee a license ("License") for the temporary use of the building for the sole and exclusive purpose of \_\_\_\_\_. Licensee shall not use the Building or the Room for any other purpose without the prior written consent of Licensor. **The rental of the building does NOT include the use of the pool. Property Owner must be present during rental.**
3. **Use Charge.** Upon execution of this License, Licensee shall pay to Licensor as consideration for use of the building two checks: **\$ 60 ("The Use Charge")** and a refundable **security deposit of \$ 150** that will be required for all reservations for private events to cover potential damage or cleanup to the facilities reserved. Licensee agrees that The Use Charge does not limit Licensee's responsibility to leave the building in clean condition, free of injury and Licensee shall be liable for any additional or unusual cost(s) of clean-up, or injury to the building, even if such cost exceeds the amount of the security deposit. Rental does not include Cleaning of the Facility.
4. **Term.** The License shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m. and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m. Under no event shall the Licensee be permitted to hold outdoor activities after **10:00 p.m.** during regular school days of the School District and **11:00 p.m.** during all other times. Time is of the essence with respect to the term of the License.
5. **Compliance with Statutes and Policies.** Licensee shall comply with all statutes, ordinances, rules, orders, regulations, and requirements of federal, state, and local governments, and policies as adopted by the Licensee, applicable to the building, for the use thereof, including but not limited to those regarding entertainment, activities, the serving of food and beverages and occupancy. The Licensee is responsible and must be present for the use of property and be present during use and must always maintain control of the key/fob. Loss of key/fob will be replaced at the expense of the Licensee. **Pets are not allowed** in the Building or Pool Area.

- 6. **Alcohol.** Licensee shall not, under any circumstances, sell alcoholic beverages and shall not serve or provide alcoholic beverages to minors or obviously intoxicated persons.
  - By initialing here [redacted], Licensee confirms that alcoholic beverages will not be served at all by Licensee. By Initialing here [redacted], Licensee confirms that alcoholic beverages will be served (but in no event be sold) by Licensee. If Licensee serves alcoholic beverages then Licensee hereby acknowledges and accepts its sole liability for injuries or damages caused by persons participating in the gathering under this License who consume alcoholic beverages.

Licensee hereby agrees to indemnify and hold Licensor harmless against any and all loss, cost, claim, damage, judgment, lien or expense concerning any and all injury and damage to any person or property resulting from or arising out of the consumption of alcohol by such persons.

- 7. **Indemnification.** Licensee hereby agrees to at all times indemnify and hold harmless the Licensor, Meadowlake Associates, and E.M. Malone Services from and against any and all costs, including attorney’s fees, loss, liability, claim, expense or damage incurred or that may be incurred by Licensor as a result of Licensee’s use of the Premises. Licensee hereby agrees to pay, discharge, or successfully defend against any and all such claims, liens and demands.

**Insurance.** The Licensee certifies that the Licensee has in place the following Homeowners Insurance:

- Insurance Company Name: [redacted] Policy Number: [redacted]
- Effective Date: [redacted] Expiration Date: [redacted]

- 8. **Condition of Building.** Prior to the end of the License term, Licensee shall place the room in a clean condition, including placing all trash in the appropriate receptacles. Under no circumstances shall Licensee affix anything to the walls or ceiling of the building, whether by use of nails, screws, tape, adhesive or otherwise. Please inspect the facility before use and immediately report any damage or uncleanness to the Clubhouse Coordinator at 724-554-1066. Must Fully Complete a Cleanup Checklist at end of the Rental. This is a NON-SMOKING facility.
- 9. **Miscellaneous.** The License sets forth the entire understanding of the parties with respect to the matter set forth herein and may not be changed, modified, or amended except in writing signed by all the parties hereto. This License shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. This license and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, administrators, successors and assigns insofar as the License and the terms created are assignable by the terms hereof. Licensee shall not assign the License, or any of the rights hereunder, without the written consent of Licensor. Any such assignment without Licensor’s consent shall be null and void and of no effect. IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and year first above written.

- 10. **Pool Use (If Approved) - Board Exception Policy.** During the Pool Season, A MAXIMUM of Fifteen (15) Persons Allowed in the Pool Area during the event, until 9:00 p.m. [redacted] (Renter Initial) [redacted] (HOA Initial)

11. **Signatures.** Attached Rental Guide - [redacted]

**ACCEPTED BY - RENTER:**

**APPROVED BY - MEADOWLAKE CLUBHOUSE COORDINATOR:**

PRINT [redacted]

[redacted] Donna Sinozich

SIGN [redacted]

APPROVED [redacted]