

SOUTHLAKE RECREATION ASSOCIATION

OUTDOOR FACILITY USE PERMIT For Board Approved Event Revised 10-10-2023

This License Agreement is entered into this _____ day of _____, 20__ by and between Southlake Recreation Association, a Virginia Corporation (hereafter referred to as the "Association") and _____, hereafter referred to as the "User", residing at: _____

Home Phone: _____ Office Phone: _____

Email: _____

WITNESSETH:

That for the sum of \$ _____ (to include all fees and security deposit, as specified below) and other valuable consideration, the receipt of which is hereby acknowledged, the User 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 Annex 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 Annex A conflict, the terms contained in the License Agreement shall control over the terms contained in Annex A.
2. **PURPOSE.** This Agreement is for the User's lease of the Association's outdoor facilities, as identified in the Agreement, (i.e. multi-purpose field, softball field, tennis courts, basketball court, volleyball court) at the Southlake Recreation Center (hereinafter referred to as the "Premises") located at 5070 Higgins Drive, Montclair, VA 22025. (Clubhouse and pool facilities are not available to participants for exclusive use, without an approved Clubhouse Contract or Pool Contract.)
3. **TERM.** The term of this Agreement shall be for the following outdoor recreation facility for the following rental period: Outdoor Facility: Date(s):_Days of Week Time(s): from_to_(ending Dec. 31).

Outdoor Facility: _____

Date(s): _____ Days of Week: _____

Time: From _____ to _____ (ending Dec 31).
4. **ASSOCIATION'S DUTIES.** The Association shall make the outdoor facility at the premises available to the User for the User's exclusive use and enjoyment during the entire term of the rental period.
5. **USER'S DUTIES.**
 - a. **Fees.** As specified in Annex A, the User shall pay the Association for the first hour of use and for each additional hour of use of the outdoor recreational facility (hereinafter referred to as the "Fee"), for each day of use during the rental period. This fee shall be paid at the time of execution of this Agreement. All fees must be paid prior to approval and placement on the calendar.

Fees for members of the Association are \$20 for the first hour and \$10 for every hour thereafter, for each day of the rental period. For members, fees are capped at \$200 per year. Fees for non-members are \$40 for the first hour and \$20 for every hour thereafter, for each day of the rental period. There is no cap on annual fees for non-members.
 - b. **Security Deposit.** The User shall pay the Association a security deposit. For members of the Association, the security deposit shall be \$100. For non-members, the security deposit shall be \$200. This sum shall be paid at the time of execution of this Agreement. The Security Deposit will be held by the Association to secure the User'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 the User's failure to return the 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 User's financial responsibility in the event of damages.

- c. **Access by the Association.** The User shall permit access to the Premises by any authorized agent of the Association during the entire rental period.
- d. **Compliance with Laws.** The User agrees to comply with all federal, state, municipal and proprietary laws, rules and regulations while using the Premises.
- e. **Use of Premises.** The User agrees that the Premises shall be used only for the following purpose(s):

- f. **Alcoholic Beverages and Illegal Substances.** User shall not serve, sell or use alcoholic substances on the Premises unless the User 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. User shall not serve or sell to or allow the consumption of alcohol by any minors on the Premises. Under no circumstances shall the User serve, sell, purchase, allow the use of or bring any illegal or controlled substances upon the Premises.
- g. **Standard of Care.** User 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, User shall remove all of User'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 in the Agreement.
- In the event the User fails to fully clean the Premises, as determined solely by the Association, or to repair any damages caused by the User or his/her guests or invitees, the Association shall hire a cleaning and/or maintenance 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 repairs, plus an administrative cost of \$25.00, shall be deducted from the Security Deposit. The User 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 User and shall be paid by the User within fifteen (15) days of mailing notification.
- h. **Restoration of Property.** In the event that the User or his/her guests or invitees cause damage to the Premises or any property located therein, and/or to the exterior building, during the rental period, the User 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 User fails to do so promptly, the Association shall proceed to repair the damage and hold the User responsible for the amounts of such repair, and shall without this amount from the security deposit. However, the security deposit is not the limit of the User's responsibility in the event of damage.
- i. **Parking.** All participants, to include staff, families and guests are encouraged to park only in the Southlake Recreation Association parking lot. Under no circumstances are vehicles to be parked on any turf areas.
- j. **Indemnification.** User 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 Manager, 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 User or his/her guests or invitees caused during the rental period. The Southlake Recreation Association shall not be liable to the User or his/her guests or invitees for any loss or damages suffered during the rental period on account of any defective conditions or depreciation of the premises, structures, or equipment upon the premises; and the User shall assume all risks to persons or property due to latent or patent defects in the premises and fixtures thereon.
- k. **Insurance.** The Resident shall produce a certificate of insurance providing they have at least \$100,000 in liability coverage. The certificate of insurance must list "SouthLake Recreation Association, 5070 Higgins Dr., Montclair, VA 22025" as the certificate holder.
- l. **Responsibility for Personal Equipment.** User shall be responsible for providing all equipment, supplies and materials necessary for the use and enjoyment of the Premises, except for the fixtures presently on the Premises. The User shall be responsible for any loss or damage to the equipment, supplies and materials the User or his/her guests or invitees bring upon the Premises.
- m. **Rules and Regulations.** User and his/her guests or invitees shall abide by the rules and regulations of the Association for the use of the Premises. The User 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 User. Upon such termination and the request to do so by the Association, the User shall immediately vacate the Premises.
- 7. **ASSIGNABILITY OF THE AGREEMENT.** The User shall not assign this Agreement without the prior written consent of the Southlake Recreation 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 User, the User 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 Annex 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 or 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 fees 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 User, his/her guests or invitees.

IN WITNESS WHEREOF, The User and the Southlake Recreation Association, by its duly authorized representatives, have executed this Agreement on the day and year written below.

SOUTHLAKE RECREATION ASSOC., INC.
A Virginia Corporation

By: _____
 (Without personal recourse)

Title: _____
 Management Agent, Southlake Recreation Association
 Date: _____

USER:

Signature: _____
 Address: _____

Phone: (Home) _____
 Phone: (Office) _____

Email: _____
 Date: _____

ENCLOSURE: ANNEX A (Rules and Regulations for Use of Outdoor Recreation Facilities)

For Management Office Use Only:

		<u>Date</u>
Security Deposit:	\$100.00 for Members \$200 for Non-Members	PAID ON: _____ PAID ON: _____
Rental Fee:	\$20.00 first hour & \$10.00 each hour thereafter, for each day of the rental period, for Members. (\$200 cap for current year usage for Members.) \$40.00 first hour & \$20.00 each hour thereafter, for each day of the rental period, for Non-Members.	PAID ON: _____ PAID ON: _____
COI Received:	YES NO	_____
Net Damage Deposit returned:	\$ _____	PAID ON: _____

Questions?
Cavalier Management
(571) 208-7845, OperationsCavalierMGMT@gmail.com, CavalierManagementHOA.com
Mail payments/forms to: P.O. Box 370, Dumfries, VA 22026
Check or Money Order payable to "Southlake Recreation Association"