



## LICENSE AGREEMENT

A License Agreement made this **(Today's Date)** \_\_\_\_\_ by and between The Hiddenbrook Homeowners Association, hereafter called **Association** and **Licensee** \_\_\_\_\_.  
**Licensee Address** \_\_\_\_\_ **Phone** \_\_\_\_\_ **Email** \_\_\_\_\_.

### 1. Portion of Facility Permitted for Use

Licensee may use and occupy the upstairs portion of the Association clubhouse at 1508-A Sadlers Wells Drive, Herndon, Virginia, the premises together with a right of ingress and egress thereto and so much of the parking lot as may be necessary for use of Licensee's guests. Licensee may not use or enter the downstairs portion of the Clubhouse, the swimming pool area, the tennis courts, or any other facilities owned or controlled by the Association. The right to use the premises is personal to Licensee. It may not inure to the successors of, nor be assigned by, Licensee to another party. This agreement does not in any manner create any interest or estate in the premises.

### 2. Activity

Licensee shall use the premises for the following activity and no other \_\_\_\_\_.

**3. Licensee is a (Check one):** ☐ Hiddenbrook Homeowner ☐ Swim & Tennis Member ☐ Outside Renter.

### 4. Event Date and Time

Licensee's use of the premises begins on **(Day/Month/Year)** \_\_\_\_\_ at **(Time am/pm)** \_\_\_\_\_ and ends at **(Time am/pm)** \_\_\_\_\_. Licensee shall set up and clean the premises during this period and shall not enter the premises prior to the start time.

### 5. License Fee and Deposit

In consideration of the use of the premises, Licensee shall pay Association a license fee in the sum of \$\_\_\_\_\_ the receipt of which is acknowledged by Association. Licensee shall also deposit with Association the sum of **\$500** as a damage deposit, the receipt of which is acknowledged by Association. The damage deposit may be returned to Licensee if the premises are clean and undamaged when returned to Association. Licensee agrees that Association may use as much of the damage deposit as may be necessary, in the opinion of Association, for restoring the premises to the condition existing before the use by Licensee.

### 6. Usage Responsibility

Licensee shall keep the premises in good order, and will surrender the same at the end of its period of use in as good a condition as when found prior to Licensee's use and occupancy. Licensee shall be responsible for the safety of their guests by clearing the sidewalks and steps of snow and ice. Licensee shall be responsible for any damage including uncleanness, resulting from its use of the premises or the use of the premises by any other person, including children, with the express or implied permission of Licensee. Licensee shall also be responsible for any damage, including uncleanness, to any other facility owned or controlled by Association caused by it or by persons using the premises with the express or implied permission of Licensee.

### 7. Other Usage

Association may permit other uses of the premises during the period described in paragraph 2, provided that the other use will not interfere with that of Licensee.

### 8. Indemnification

Licensee indemnifies and shall hold the Association and its directors, officers, employees, and agents harmless from any all liability or costs, including reasonable attorney fees, associated with the use of the premises (and the unauthorized use of any other facility owned or controlled by Association) by Licensee or

by persons using the premises with the express or implied permission of Licensee. Licensee further hereby waives, releases, and relinquishes any claim or cause of action it may have or acquire out of its use of the Association against the Association and its directors, officers, employees, and agents unless the claim or cause of action arises because of gross negligence or willful misconduct on the part of the Association or its directors, officers, employees, or agents.

#### **9. Alcohol**

Licensee shall to comply with all applicable federal, state, and local laws, statutes, and ordinances. As required by the laws in the State of Virginia, Licensee may be required to obtain and display on the premises all appropriate licenses and permits from all governmental authorities, including the Virginia Department of Alcohol Beverage Control, if alcoholic beverages will be consumed or served by Licensee at the premises. Licensee shall ensure that no underage or intoxicated persons will be permitted to consume alcohol at the premises. Licensee shall also comply with the Hiddenbrook Homes Association Rental Regulations, the receipt of which Licensee acknowledges, and which document is incorporated into this Agreement by reference.

#### **10. Insurance**

The Licensee must obtain insurance covering any claims, liabilities and the cost of defense in the event that a claim is made against the Association. Including any claim resulting from the serving or consumption of alcohol on the premises. In addition, the Licensee will name Hiddenbrook Homes Association as additional insured. In the event insurance cannot be obtained, or refuses to pay, the Licensee is responsible for any cost resulting in a claim against the Association as a direct result of their use or the serving of alcohol.

#### **11. Termination**

This Agreement may be immediately terminated by Association if Licensee fails comply with its terms or with any law, statute, ordinance, rule, or regulation with which Licensee has agreed to comply. In the event of termination in accordance with this paragraph, Association shall be entitled to keep the license fee and damage deposit as liquidated damages.

#### **12. Cancellation by Licensee**

Licensee may cancel this Agreement and receive back its license fee if notice of cancellation is given at least 72 hours in advance of the beginning of its use described in paragraph 3 above.

#### **13. Cancellation by Association**

Association may cancel this Agreement at any time within 24 hours of the time Licensee's use of the premises begins or at anytime prior or during the usage if the Hiddenbrook Association deems there is, or a possibility of, unsafe conditions. In the event of cancellation, Association shall promptly return the license fee and damage deposit to Licensee. If the premises, or any substantial part of the premises, are destroyed by fire or other casualty prior to Licensee's use, the license fee and damage deposit will be returned to Licensee.

#### **14. Other Provisions**

No smoking anywhere on the property (both inside and outside of the building), Do not hang anything from the ceiling fans, no silly string, do not affix anything to the walls or ceiling with anything other than painters tape. Doors must be kept closed when the heat or air conditioning is in use. Return setting of Heat Pump to 74 degrees in the Spring/Summer and 68 degrees in the Fall/Winter.

Signed this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 20\_\_\_\_\_.

**HIDDENBROOK HOMES ASSOCIATION**

**LICENSEE**

**BY:** \_\_\_\_\_  
**Property Manager**

**BY:** \_\_\_\_\_  
**Licensee**