

WEATHERSTONE COMMUNITY ASSOCIATION, INC.

WEATHERSTONE COMMUNITY ASSOCIATION

LIMITED LICENSE FOR USE OF ASSOCIATION CLUBHOUSE

Agreement is made this _____ day of _____, 20____, between Weatherstone Community Association, hereinafter licensor and _____, hereinafter licensee, as follows:

The licensor grants licensee a limited license for the use of its clubhouse, located at Fairmont Drive and Plum Lane, Chester Springs, PA on _____, between the hours of _____ and _____.

The license grants to the licensee the exclusive use of the interior areas of the licensor's clubhouse ONLY on the date and hours set forth above. This license does not grant to the licensee or its guests the use of the outdoor facilities of the clubhouse, swimming pool and tennis courts located adjacent to the clubhouse structure. No clubhouse facilities of the licensor may be used.

Neither licensee, nor its guests may use any of the fireplaces (if available) in the clubhouse for any reason. Smoking is prohibited inside the clubhouse. This is by order of the Fire Marshal and will be strongly enforced.

No one is permitted on the second floor of the building.

The licensee shall tender a \$100.00 security deposit and \$100.00 fee to licensor prior to taking possession of the clubhouse premises. The deposit, or balance thereof after any deductions for damage, shall be returned to licensee promptly after inspection of the premises by licensor and return of the key.

The licensee shall ensure that no loud or abusive language, sounds or noises emanate from the clubhouse and that no breach of the peace or criminal activity of any nature occurs on the clubhouse premises during the term of this license.

The licensee shall thoroughly clean the clubhouse, including restroom, and remove all refuse from the premises before surrendering possession to the licensor at the end of the term of this license. The licensee shall ensure that the clubhouse is secured and locked at the end of the term of this license.

The licensee shall otherwise ensure that in all respects the covenants, rules and regulations of the licensor are complied with by its guests.

The licensee is responsible for the conduct of all of its guests, including minors, during the term of its license.

The licensee agrees to make full restitution for any damage done to licensors property by any of its guests, including minors, which occurs during the period of this license.

The licensee is responsible to insure that all laws of the Commonwealth of Pennsylvania and Uwchlan Township are followed. Licensee is particularly responsible for supervising the use and consumption of alcoholic beverages upon the clubhouse premises. Under no circumstances is the licensee, or its minor guests, permitted to serve alcoholic beverages to minors.

IN THE EVENT LICENSEE, OR ITS GUESTS, SERVE ALCOHOLIC BEVERAGES TO MINORS, OR ACT IN ANY OTHER UNAUTHORIZED OR UNLAWFUL MANNER, THIS LICENSE SHALL IMMEDIATELY BECOME NULL AND VOID. LICENSOR MAY THEN RE-TAKE POSSESSION OF THE PREMISES AND EVICT LICENSEE, AND ITS GUESTS.

The licensee shall indemnify and hold Weatherstone Community Association harmless from any responsibility for any damage or injury whatsoever to any person or thing during the term of this license. Licensee acknowledges its obligation to provide its own insurance against such risk. In the event Weatherstone Community Association is required to defend any such claim, they shall have the authority to comprise any such claim in its own discretion or to litigate such claim and in either event, licensee shall indemnify and hold Weatherstone Community Association harmless for the amount of the claim, together with lawful interest, costs, and reasonable counsel fees. Licensee shall indemnify and hold WeatherStone Community Association, its Board of Directors, and/or residents harmless.

Licensor shall have the following rights in the event that licensee fails to comply with any of the terms of this license as set forth above:

- (1) to immediately re-take possession of the clubhouse;
- (2) to retain licensee's \$100.00 security deposit;
- (3) to collect as restitution from the licensee the costs of rectifying any violation of the license by the licensee or its guests.

Licensee

Address

Phone