

**LEELAND STATION COMMUNITY ASSOCIATION
NON-RESIDENT FAMILY POOL MEMBERSHIP LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the LEELAND STATION COMMUNITY ASSOCIATION (“Association”), a Virginia non-stock corporation, and, _____ of _____ a “Non-resident Member.”

(Name)

(Address)

WITNESSETH:

WHEREAS, the Association annually offers non-resident memberships for use of the pool facilities; and

WHEREAS, this License Agreement sets forth the terms and conditions of the offering; and

WHEREAS, the Non-resident Member accepts all of these terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Association hereby grants the Non-resident Member with a non-exclusive license to use its pool facilities, and the Non-resident Member accepts the license, in accordance with the following terms and conditions:

1. If paid in full, the Non-resident Member must pay an annual membership fee of \$325.00. Payment should be made payable to Leeland Station Community Association and delivered to an Association representative at time of registration.
2. If the Non-resident Member prefers to enter into a payment plan with the Association, the Non-resident Member must pay an annual membership fee of \$360.00. The Non-resident Member must pay the fee by selecting to pay in full, submit two payments of \$180.00 each on May 15, 2017 and June 15, 2018 or submit three payments in the amount of \$120.00 on April 20, 2017, May 15, 2018 and June 15, 2018. Payments must be made payable to Leeland Station Community Association, mailed to or paid in person to the Leeland Station Community Association, 115 Riggs Road Fredericksburg, VA 22405-2173. If the Non-resident Member fails to submit a payment in accordance with one of the payment plans set forth above, the Association may terminate the non-resident membership, without refund of any payments previously received.
3. The term of this License Agreement is for one pool season, running from May 27 to September 3, 2018.
4. The Non-resident Member may terminate his/her membership at any time; however, the Association shall be under no obligation to refund or pro-rate the membership fee under any circumstances.
5. The Non-resident Member acknowledges that the Leeland Station Swim Team is a separate entity from the Association. The Association shall not refund or pro-rate the family membership fee in the event that the Leeland Station Swim Team fails to exist.
6. Non-resident Members shall be entitled to use the Association’s swimming pool facilities only.
7. During the time of their membership, all Non-resident Members shall be fully subject to all of the Association’s rules and regulations, including those established by the Board for use and

operation of the pool facilities, parking and those established by the Declaration to protect the Association from a lack of compliance with the Association's rules. A set of all of the rules is available on-line at www.leelandstation.org or by contacting the pool manager during operating hours. The Board specifically reserves the right to amend the rules and regulations at any time.

8. The Non-Resident Member understands and agrees that the Association may, at any time, in its sole discretion, revoke this License, without refund of the annual pool fee, in the event a Non-resident Member(s), family or guests, becomes unruly, fails to obey instructions from the pool staff or fails to comply with any pool rules. The Association shall endeavor to issue written notice of the termination to the Non-resident Member, at their address of record on its registration, via first class mail. However, such notice is not required and the revocation may be implemented immediately by order to leave pool by the pool staff.
9. The Association may revoke this License at any time, with or without cause. In the event that the Association revokes this License for a reason other than those set forth in paragraph 2 or paragraph 8 above, the Association may refund or pro-rate the annual membership fee.
10. The Non-resident Member agrees, as condition of the granting of this License, to release, defend, indemnify, and hold harmless the Association, its employees, members, officers, Directors, insurers, agents, pool contractors and volunteers ("indemnitees") from and against any claims, suits, administrative proceedings, cause of action, loss, damage, cost or charge, including court costs and attorney's fees associated with the Non-Resident's use (or that of his/her family members and guests) of the pool facilities, this License or as a result of any claims or lawsuits made by third parties against the indemnitees arising directly or indirectly out of this License or the Non-resident pool membership.
11. The non-exclusive rights and license herein granted shall apply to the following Non-Resident family members:

<u>NAME</u>	<u>AGE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

For the Leeland Station Community Association, a Virginia Non-stock Corporation

By: _____

Non-Resident Member(s)

By: _____
Non-resident Adult Member Date Address

By: _____
Non-resident Adult Member Date Address