



KINGSTON CHASE HOME OWNERS ASSOCIATION, INC.

P.O. Box 332 Herndon, VA 20172

CLUBHOUSE USAGE AGREEMENT

A Usage Agreement made this (today's date) _____ by and between Kingston Chase Homeowners Association, hereafter called **Association** and **Member** _____.

Member Address _____ **Phone** _____ **Email** _____.

Group name, if applicable _____.

1. Portion of Facility Permitted for Use

Member may use and occupy the interior area of the Association clubhouse at 1623 Hiddenbrook Drive, Herndon, Virginia, the premises together with so much of the parking lot as may be necessary for use of Member's guests. The right to use the premises is personal to Member. It may not inure to the successors of, nor be assigned by, Member to another party. This agreement does not in any manner create any interest or estate in the premises.

1 Member
Initials

2. Activity

The Association clubhouse may not be used in any for-profit venture, including but not limited to individual or company meetings, parties, or informal gatherings aimed at generating business for any individual or group regardless of whether sales transactions take place at said meetings, parties, or gatherings. The Association clubhouse may not be used to stage for-profit events or promote a business in any way. Member shall use the premises for the following activity and no other:

2 Member
Initials

_____.

3. Member is a (Check one): Kingston Chase Homeowner Herndon Crossing Homeowner.

3 Member
Initials

4. Event Date and Time

Usage time period may not begin before 6:00am and may not extend past 11:59pm of the date specified in the usage agreement. Member's use of the premises begins on (day/month/year) _____ at (time am/pm) _____ and ends at (time am/pm) _____. The Usage period will recur every _____ until _____ (enter N/A for single events). Event Member shall set up and clean the premises during this period and shall not enter the premises prior to the start time.

4 Member
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5. Cleaning Fee

The Association does not require a deposit for use of the premises. The Association will inspect the premises after the day/time stated in the usage agreement. The Member agrees that if the premises are unclean or damaged in any way in the opinion of the Association the Member will be notified to remedy the found issue(s) within 24 hours. Failure to do so may result in the assessment to the Member of cleaning fees and costs of repair, as well as the loss of clubhouse and other recreational privileges for the Member named in the usage agreement for no more than 60 days.

5 Member
Initials

6. Usage Responsibility

Member 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 Member's use and occupancy. Member shall be responsible for the safety of their guests by clearing the sidewalks and steps of snow and ice. Member shall be responsible

6 Member
Initials

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 Member. Member 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 Member.

7 Member
Initials

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 this specific Member agreement.

8. Indemnification

Member indemnifies and shall hold the Association and its directors, officers, employees, and agents harmless from any and 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 Member or by persons using the premises with the express or implied permission of Member. Member further hereby waives, releases, and relinquishes any claim or cause of action it may have or acquire out of its use of the Association facilities 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.

8 Member
Initials

9. Alcohol

Member shall comply with all applicable federal, state, and local laws, statutes, and ordinances. As required by the laws in the State of Virginia, Member 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 Member at the premises. Member shall ensure that no underage or intoxicated persons will be permitted to consume alcohol at the premises. Member shall also comply with the Kingston Chase Homeowners Association Usage Regulations, the receipt of which Member acknowledges, and which document is incorporated into this Agreement by reference.

9 Member
Initials

10. Insurance

The Member 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 Member will name Kingston Chase Homeowners Association as additional insured. In the event insurance cannot be obtained, or refuses to pay, the Member is responsible for any cost resulting in a claim against the Association as a direct result of their use or the serving of alcohol.

10 Member
Initials

11. Termination

This Agreement may be immediately terminated by Association if Member fails comply with its terms or with any law, statute, ordinance, rule, or regulation by which Member is bound to comply. In the event of termination in accordance with this paragraph, Association shall be entitled to suspend or revoke usage privileges to Member and/or group listed in the agreement.

11 Member
Initials

12. Cancellation by Member

Member may cancel this Agreement at any time and forfeit reservation of the premises.

12 Member
Initials

13. Cancellation by Association

Association may cancel this Agreement at any time within 24 hours of the start time of Member's use of the premises. At any time prior or during the usage Kingston Chase Homeowners Association may cancel this Agreement if the Association deems there is, or a possibility of, unsafe conditions. In the event of cancellation, Association shall promptly notify the Member and the Member must abandon plans and/or vacate the premises.

13 Member
Initials

14. Other Provisions

No smoking anywhere on the property (both inside and outside of the building). Do not use 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 64 degrees in the fall/winter and 78 degrees in the spring/summer.

14 Member
Initials

15. Security

15 Member
Initials

The key shall be under the control of the member at all times, both deadbolts unlocked when the facility is in use, the facility locked when the Member is not on the premises, and the key shall be returned to the Association within 5 working days after the event. Failure to return any key will cause the Association to re-key the facility. A re-keying fee of \$500 will be charged the Member. Failure to pay any Association fees will suspend the Members rights to use any Kingston Chase Homeowners Association facilities to include the pool and tennis court.

Signed this _____ (day) of _____ (month), 20 _____.

BY: _____
KINGSTON CHASE HOME OWNERS ASSOCIATION MEMBER