

UNIT OWNERS ASSOCIATION OF PARKFAIRFAX CONDOMINIUM
CANOE/KAYAK LICENSE AGREEMENT

This LICENSE AGREEMENT is made this _____ day of _____, 2009, by and between the PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION (the "Association"), Grantor, and _____ ("Licensee") of Unit _____ in Parkfairfax Condominium, Grantee.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Association hereby grants a license of use only to the Licensee for the use of a Parkfairfax Common Element Canoe/Kayak Storage Rack Space ("Storage Rack"), as designated below, effective as of the _____ day of _____, 20____, and terminating after a period of one (1) year on the _____ day of _____, 20____ ("Termination Date") and the Licensee accepts the License, subject to the Licensee's compliance with all of the following terms and conditions:

Resident
Initials:

- 1. Pursuant to this License Agreement, the Licensee is licensed to use Storage Rack Space # ____ . Use of the Storage Rack is limited to Parkfairfax Condominium residents, including Owners and the members of their households, and the Owner's lessees/tenants and the members of their households. Use of the Storage Rack by non-residents, including non-resident Owners is hereby strictly prohibited.
- 2. Licensee may use the Storage Rack solely for the storage of a non-motorized watercraft. Only one watercraft is permitted in the designated Storage Rack space.
- 3. Licensee shall pay the Association a non-refundable license fee of One Hundred Twenty dollars (**\$120.00**) payable in full upon the execution of this License Agreement.
- 4. Association for the purposes of this license agreement shall not be considered a Bailee and shall not be responsible nor liable for any personal property stored pursuant to this License Agreement in, on or around the Storage Rack. Licensee is and shall be solely responsible for the care and safety of all of his or her personal property including any personal property left on, in, upon or around the Storage Rack. Licensee is solely responsible for securing the watercraft or other personal property against theft or vandalism, and for maintaining and storing the watercraft or other personal property in a safe and secure manner so as not to cause damage to the Storage Rack or other property stored within the Storage Rack. Licensee shall ensure that the watercraft is stored in such a manner so as not to allow water to collect or stand in the watercraft or the Storage Rack. Licensee shall not permit any property to extend beyond the boundaries of the Storage Rack or of the above-listed Storage Rack Space, or to become a hazard or nuisance. The Association reserves the right to remove any property which constitutes a hazard, risk to safety or considered by the Association to be a nuisance or which poses a threat to the safety or security of any persons or property, upon three (3) days notice to the Licensee to cure the nuisance or threat, except in the event of an emergency, in which case no notice shall be required.

- 5. Notwithstanding the fact that the Storage Rack is a common element, the Association disclaims all responsibility for storage within the Storage Rack. The Licensee hereby agrees to and shall indemnify, reimburse, defend and hold harmless the Association, its Board, and any agents or employees of the Association from any and all claims, costs, expenses, damages or liabilities, including reasonable costs and attorneys' fees arising from or related to this License Agreement and the use of the Storage Rack by the Licensee.
- 6. Either party may terminate this License during the term of this License upon thirty (30) days written notice, with or without cause. This License shall automatically terminate on the Termination Date written above, and at any such time as the Licensee either sells or no longer resides in his/her Unit. Licensee shall promptly remove all property, locks and security devices from the Storage Rack upon termination of this License. The Association reserves the right to remove and dispose of any property remaining in the Storage Rack more than five (5) days after the termination of this License. This License may also be terminated and revoked by the Association for violation of any of the terms and conditions of this License Agreement or any violation of the rules and regulations governing the use of the Storage Rack.
- 7. The Association shall not be considered a bailee of any items stored in or removed from the Storage Rack, and shall in no way be responsible for the security of any property within the Storage Rack or removed therefrom, or for any damage thereto.
- 8. Licensee acknowledges that his/her use of the Storage Rack is subject to all of the terms and conditions set forth in the Association's Declaration, Bylaws, and any and all rules and regulations adopted by the Association.
- 9. This License is not transferable or assignable, except to a household member residing in the Resident's unit, upon prior notice to the Association of the use of this License by such household member. The Licensee is responsible for the use of the Storage Rack by any such household member.

This agreement has been read and agreed to in its entirety by the undersigned.

SEEN AND AGREED TO:

Signature of Licensee

Date

Printed Name of Licensee

Sticker # 1

Sticker #2

Work Phone

Home Phone

FOR OFFICE USE ONLY

Account verified in Tops and C3 by: _____ Date verified: _____
Print Name

Check /Money Order# _____