

LICENSE AND INDEMNITY AGREEMENT FOR THE FARMINGTON CLUBHOUSE

This License and Indemnity Agreement ("Agreement") is made and entered into as of this _____ day of _____, _____, by and between Farmington Estates Property Owners Association, Inc., a Georgia non-profit corporation ("Lessor") and _____, ("Lessee") whose address is _____ & Phone # _____.

RECITALS

Lessor is the owner of certain recreational facilities which Lessee desires to use. The parties desire to enter into this Agreement in order to establish the charge to be paid by Lessee to Lessor for the use of the facilities of the Lessor and to set forth their agreement regarding such usage.

AGREEMENT

For and in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Lessee is hereby granted a license for the use of the recreational facilities of the Lessor for the date of _____, during the hours of _____.

The fee for such license is the sum of \$ _____, paid by the Lessee to the

Lessor contemporaneously herewith, as has a damage deposit of \$ _____.

2. Lessee agrees that the facilities will be used for purposes of _____ and for no other purpose. Lessee shall not use the facilities for any illegal purpose, nor shall Lessee use the facility in any way that creates a nuisance.

3. Lessee hereby agrees to indemnify and hold Lessor harmless from any and all claims or expenses arising out of Lessee's use of the facilities, including any attorney's fees, court costs, or other expenses incurred. Lessee further represents that any claims arising from Lessee's use of the facilities shall be directed to Lessee's insurer. Lessee hereby represents the adequacy of such coverage.

4. Lessee will return the facilities to the Lessor at the conclusion of the license period in a good and clean state of repair and shall be responsible for all damage to such facilities. Expenses of repair of damages, if any, shall be deducted from the damage deposit. However, the liability of the Lessee to the Lessor for such damages shall not be limited to such deposit.

5. This Agreement shall also be subject to the special stipulations detailed in "**Farmington Clubhouse Rules & Regulations**"

6. Cancellations less than 24 hours before the reservation of the clubhouse will result in forfeiture of 50% of the deposit.

7. Key must be returned within 24 hours of scheduled rental or forfeiture of 50% deposit.

In witness whereof, Lessor and Lessee have duly executed this Agreement the day and the year first above written.

FARMINGTON ESTATES PROPERTY OWNERS ASSOCIATION, INC.

By: Tricia Applewhite As its: Representative
(L.S.)

Lessee

Revised June 2009