

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into as of the ____ day of _____, 20____, by and between **THE GABLES AT BRICKYARD HILL HOMEOWNERS ASSOCIATION, INC.**, a Pennsylvania non-profit corporation, with an office at 4900 Perry Hwy, Building 1, Suite 300, Pittsburgh, PA 15229 ("Licensor")

AND

Unit Owner, _____, with a mailing address of: _____ ("Licensee").

WITNESSETH:

WHEREAS, Licensor is the operator of a Clubhouse and Pool facilities (the "Building") located at 1170 Lilly Vue Court, Mars, PA 16046 in the planned residential community known as "The Gables at Brickyard Hill"; and

WHEREAS, Licensee desires to obtain a license from Licensor for the temporary use of a portion of the Building; and

WHEREAS, on the terms and conditions hereinafter set forth, Licensor is willing to grant to Licensee the right and privilege to enter the Premises for the temporary use thereof.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, covenant and agreement as follows:

1. Preambles. The preambles recited above are incorporated herein as if set forth at length.

2. License. Licensor hereby grants to Licensee a license ("License") for the temporary use the Building for the sole and exclusive purpose of _____. Licensee shall not use the Building or the Room for any other purpose without the prior written consent of Licensor. **The rental of the Building does NOT include the use of the pool.**

3. Use Charge. Upon execution of this License, Licensee shall pay to Licensor as consideration for use of the Building in the sum of one hundred dollars (\$100.00) per day (over 4 hours) or twenty dollars (\$20.00) per hour (up to 4 hours) referred to as (the "Use Charge"). **A refundable security deposit of one hundred dollars (\$100.00) for all day use or an amount equal to the hourly use will also be required for all reservations for private events, to cover potential damage to the facilities reserved.** Licensee agrees that the Use Charge does not limit Licensee's responsibility to leave the building in broom clean condition, free of injury and Licensee shall be liable for any additional or unusual cost(s) of clean-up, or injury to the building, even if such cost exceeds the amount of the security deposit.

4. Term. The License shall become effective on the ____ day of _____, 20____, at ____ o'clock ____M. and shall terminate on the ____ day of _____, 20____, at ____ o'clock ____M. Under no event shall the Licensee be permitted to hold outdoor activities after 10:00 p.m. during regular school days of Mars School District and 11:00pm during all other times. Time is of the essence with respect to the term of the License.

5. Compliance with Statutes and Policies. Licensee shall comply with all statutes,

ordinances, rules, orders, regulations, and requirements of federal, state and local governments, and policies as adopted by the Licensee, applicable to the Building, for the use thereof, including but not limited to those regarding entertainment, activities, the serving of food and beverages and occupancy.

6. Alcohol. Licensee shall not, under any circumstances, sell alcoholic beverages and shall not serve or provide alcoholic beverages to minors or obviously intoxicated persons.

· By initialing here _____, Licensee agrees that alcoholic beverages will not be served at all by Licensee.

· By initialing here _____, Licensee confirms that alcoholic beverages will be served (but in no event be sold) by Licensee. If Licensee serves alcoholic beverages, then Licensee hereby acknowledges and accepts its sole liability for injuries or damages caused by persons participating in the gathering under this License who consume alcoholic beverages.

Licensee hereby agrees to indemnify and hold Licensor harmless against any and all loss, cost, claim, damage, judgment, lien or expense concerning any and all injury and damage to any person or property resulting from or arising out of the consumption of alcohol by such persons.

7. Indemnification. Licensee hereby agrees to at all times indemnify and hold harmless the Licensor, Rj Community Management, Series D. Marketing, LLC and Gables of Brickyard Hill, from and against any and all costs, including attorney's fees, loss, liability, claim, expense or damage incurred or that may be incurred by Licensor as a result of Licensee's use of the Premises. Licensee hereby agrees to pay, discharge or successfully defend against any and all such claims, liens and demands.

8. Insurance. The Licensee certifies that the Licensee has in place the following homeowners insurance:

Insurance Company Name: _____

Insurance Policy Number: _____

Policy Effective Date: _____

Policy Expiration Date: _____

9. Condition of Building. Prior to the end of the License term, Licensee shall place the Room in a broom clean condition, including placing all trash in the appropriate receptacles. Under no circumstances shall Licensee affix anything to the walls or ceilings of the Building, whether by use of nails, screws, tape, adhesive or otherwise. Please inspect facility before use and immediately report any damage or uncleanliness to the management office at 412-550-0003. **This is a non-smoking facility.**

10. Miscellaneous. The License sets forth the entire understanding of the parties with respect to the matter set forth herein and may not be change, modified, or amended except in writing signed by all the parties hereto. This License shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. This License and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, administrators, successors and assigns insofar as this License and the terms created are assignable by the terms hereof. Licensee shall not assign this License, or any of

the rights hereunder, without the written consent of Licensor. Any such assignment without Licensor's consent shall be null and void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and year first above written.

ATTEST:

The Gables at
Brickyard Hill Homeowners Association, Inc.

By:_____

WITNESS:

LICENSEE:

By:_____

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PLEASE RETURN CONTRACT ALONG WITH THE DEPOSIT CHECK TO:

**THE GABLES AT BRICKYARD HILL HOMEOWNERS ASSOC.
c/o Rj Community Management
4900 Perry Highway
Building 1, Suite 300
Pittsburgh, PA 15229**