

**FACILITIES USE AGREEMENT FOR**  
**VICTORIA PARK II**

**THIS FACILITIES USE AGREEMENT** (“**Agreement**”), is made and entered into as of \_\_\_\_\_, \_\_\_\_\_ (the “**Signing Date**”), by and between Victoria Park II Property Owners Association, Inc. (“**Association**”) and \_\_\_\_\_ (“**Organization**”). Association and Manager are individually “**Party**” and collectively referred to as the “**Parties**.”

**RECITALS**

A. Association owns, operates and is responsible for common areas within the Association, including but not limited to tennis courts, pool and clubhouse (the “**Facilities**”).

B. Organization desires to use the Association’s Facilities.

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein the parties hereto agree as follows:

**AGREEMENT**

1. The foregoing recitals are true and correct and are hereby incorporated by reference as part of this Agreement.

2. The initial term of this Agreement shall commence on the Signing Date and continue through \_\_\_\_\_ .

3. Association shall have the right, at any time and in its sole discretion, to terminate this Agreement upon fifteen (15) days prior written notice to Organization.

4. The Association authorizes Organization to use the Association’s Facilities upon the following conditions:

5. Organization shall be solely and completely responsible for any and all actions and obligations regarding its Personnel, including, without limitation, payment of wages or other compensation to the Personnel. Organization shall be solely responsible for the prompt and full payment of all taxes, premiums, costs and/or fees necessary to secure and maintain adequate unemployment and workers’ compensation insurance on behalf of the Personnel.

6. Organization shall provide all insurance deemed appropriate by the Association.

7. Organization hereby agrees to abide by all applicable federal, state and local laws, codes, statutes, rules, regulations and ordinances, and shall require and insure that all employees, contractors, vendors and service providers that are retained by Organization shall abide by all applicable laws. Organization shall procure at its expense, all permits and licenses that are necessary for the performance of its duties and shall provide copies of all such permits and licenses to Association promptly upon request

8. To the fullest extent permitted by law, Organization agrees to indemnify, defend and hold harmless Association, and its officers, directors, members, managers, employees, and agents (individually an “**Indemnified Party**” and collectively, “**Indemnified Parties**”), from any causes of action, suits, liens, losses, judgments, debts, damages, claims and demands which arise from or relate to Organization’s use of the Facilities.

9. All participants in the Organization’s activity (excluding coaches and organizational staff) are required to be members or immediate family of members. Organization is required to monitor/regulate the behavior of participants and spectators during the event. Organization may have an unruly or dangerous participant, coach parent or spectator removed from the Facilities.

10. Organization is responsible for monitoring the Facilities during the Organization’s hours of use. Organization shall monitor restrooms to ensure that its members are not causing damage to the restrooms. Organization shall have an adult over the age of 16 years old escort children to and from the restrooms.

11. Organization agrees to provide the Association with a written schedule of games/practice times on the form attached hereto and hereby made a part of this Agreement. Once the Association has approved the schedule and insurance, the Organization shall have the right to use the facilities for the dates and times listed on the approved schedule. The Facilities may not be used between the hours of 9:00 p.m. and 8:00 a.m.

12. Organization agrees to monitor all areas being used to ensure that trash and litter are cleaned up after use. If cleanup for each event is not done in a reasonable amount of time and the Association is required to do cleanup, then the cost to the Association may be charged to the Organization.

13. Organization shall notify the Association immediately of any damage, vandalism, needed repairs and/or safety issues at the Facilities. If damage is a result of Organization or its participants, Organization may be held responsible for repair costs.

14. Organization shall not allow alcoholic beverages or illegal drugs to be used in or on the Facilities.

15. Organization shall post a sign at the Facility, in a style and location approved by the Association, providing notice of the dates and times that the Facility is being used. Organization cannot display signs, banners or posters without prior approval of the Association. All signs, banners and posters shall be removed after the game/practice. All signage must comply with local sign and zoning regulations.

16. Organization shall not allow vehicles in other than designated parking areas.

17. Organization shall not alter, add, delete or improve the Facilities without prior written consent from the Association.

18. If either Party commences litigation against the other for the breach hereof or otherwise for enforcement of any remedy hereunder, the prevailing Party shall be entitled to recover from the other Party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment. This section shall survive the expiration or termination of this Agreement for any reason whatsoever.

19. The failure of Association at any time to require performance by Organization of any provision hereof shall not be construed as a waiver of such provision and shall not affect in any way the full right to require such performance at any time thereafter.

20. Organization shall not assign this Agreement without the prior written consent of Association, which consent may be withheld in Association's sole and absolute discretion.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Signing Date.

**ASSOCIATION:**

**VICTORIA PARK II PROPERTY OWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ORGANIZATION:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## **SCHEDULE**

Facility (Identify Whole or Partial)	Date of Use	Begin Time	End Time	Notes
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Approved

By: \_\_\_\_\_