**GREENSPRING QUARRY ASSOCIATION, INC.**

**LICENSE AGREEMENT FOR THE USE OF CLUBHOUSE FACILITIES**

 THIS LICENSE AGREEMENT FOR THE USE OF CLUBHOUSE FACILITIES (hereinafter the “Agreement”) is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and between Greenspring Quarry Association, Inc. as the Licensor (hereinafter referred to as the “Association”) located in Baltimore County, Maryland, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as the “Licensee”).

**WITNESSETH**:

 WHEREAS, the Association is a Maryland Homeowners Association formed and existing pursuant to its Declaration of Covenants, Conditions and Restrictions for Greenspring Quarry Association, Inc. recorded among the Land Records of Baltimore County, Maryland at Liber 24293, folio 384 *et seq*., as amended from time to time (the “Declaration”); and

 WHEREAS, the Association is the fee simple owner of the Common Property (inclusive of the Common Areas and Common Facilities), as such terms are defined in the Declaration, which Common Property includes the clubhouse, tennis courts and swimming pool facilities (collectively referred to herein as the “Clubhouse Facilities”); and

 WHEREAS, the Clubhouse Facilities and the use thereof are bound by and subject to the operation and effect of the Declaration, the By-Laws of the Association, and any Rules and Regulations adopted by the Board of Directors of the Association, from time to time (collectively, the “Governing Documents”); and

 WHEREAS, pursuant to Article 7, Section 7.3 of the Declaration, “[t]he owners of the Adjoining Lots shall have the right to utilize the Common Property including, but not limited to, the recreational facilities included in the Common Property. In consideration of the Association granting the owners of the Adjoining Lots the right to use the Common Property, the owners of the Adjoining Lots shall be required to pay to the Association a User Assessment, in an amount determined by the Board on an annual basis. On an annual basis, the Board shall cause a solicitation of the right to use the Common Property to be mailed to each and every owner of an Adjoining Lot. The solicitation shall include the amount of the User Assessment for that Fiscal Year. No owner of an Adjoining Lot shall be entitled to the use and enjoyment of the Common Property unless and until it has paid in full any User Assessment then due.”; and

 WHEREAS, the Adjoining Lots are defined in Article I, Section 1.1 of the Declaration as Lot A1 through and including Lot A6 as shown on the Plat entitled, “Area A Greenspring Quarry”, recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 77, folio 118, and Lot J1 through and including Lot J14 as shown on the Plat entitled, “Area J Greenspring Quarry” recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 77, folio 125; and

 WHEREAS, Licensee is the Owner(s) of Lot \_\_\_\_\_\_\_\_\_\_, having an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Baltimore, Maryland 21209, which is an Adjoining Lot as defined in the Declaration; and

 WHEREAS, Licensee wishes to exercise its optional right to use the Clubhouse Facilities; and

 WHEREAS, the Association, by and through its Board of Directors, hereby desires to grant to Licensee, a nonexclusive right and license of use, access and enjoyment of the Clubhouse Facilities, subject to the terms and conditions hereinafter set forth.

 NOW, THEREFORE, in consideration of the User Assessment paid in hand by Licensee to the Association, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Association grants to Licensee a non-exclusive license to use the Clubhouse Facilities, including the swimming pool, tennis court, and clubhouse facilities, and any property, services, or other amenities included therein, as well as the right of ingress and egress along and over the private roads owned by the Association as required to utilize the Clubhouse Facilities.
2. The use by Licensee of the Clubhouse Facilities shall be subject to the Governing Documents, including, without limitation, the Rules and Regulations Regarding Use of the Swimming Pool (which are attached thereto as Exhibit “A”), and other Rules and Regulations governing the Association and the Common Area, which may be adopted by the Board of Directors from time to time, and are available upon request by Licensee. The Governing Documents are incorporated herein as if fully set forth in this Agreement, and Licensee, by execution of this Agreement, hereby acknowledges that Licensee, its invitees and/or guests, are bound by and subject to the covenants, conditions and rules set forth therein. In the event of a breach of the Governing Documents by Licensee or any guest or invitee of Licensee, the provisions of Paragraph 7 of this Agreement shall control over any provisions in the Governing Documents pertaining to violations of the same.
3. Notwithstanding anything to the contrary herein, Licensee, its successors, and assigns shall not be considered Members or Owners of the Association, as defined by the Declaration, and shall not receive any rights under the Governing Documents other than those provided for herein.
4. The License provided herein is for the sole use of Licensee, its invitees and guests, and shall not be transferable by Licensee to any purchaser of the Adjoining Lot. If this Agreement is terminated upon the sale of the Adjoining Lot as provided herein, then a subsequent purchaser shall have the right to enter into a future license agreement with the Association.
5. In consideration for the privilege to use the Clubhouse Facilities, Licensee shall pay to the Association a non-refundable User Assessment in the amount of Eight Hundred and Fifty Dollars ($850.00), made payable to the Greenspring Quarry Association, Inc. The Use Assessment shall be delivered to the management company for the Association together with an executed copy of this Agreement.
6. The License granted herein shall be effective on the first (1st) day following receipt of payment of the User Assessment, and the execution of this Agreement by both parties, and shall terminate on December 31 of the current year unless otherwise terminated in accordance with this Agreement.
7. In the event of a breach of this Agreement or any violation of the Governing Documents by Licensee or any invitee and/or guest of Licensee, the Association may suspend the right to use the Clubhouse Facilities by such person(s) and/or terminate this License and the right to use the Clubhouse Facilities upon notice to Licensee. The foregoing shall be in addition to the right of the manager of the swimming pool, lifeguard and/or the Association to require any person to leave the swimming pool area. Moreover, such suspension or termination by the Association of this License and/or rights to use the Clubhouse Facilities shall not be subject to any dispute resolution procedures set forth in the Governing Documents and/or law which may be applicable to Members and/or Owner in the Association.

1. Licensee may terminate this License at any time upon written notice to the Association
2. Further, this Agreement shall automatically terminate upon the sale or other conveyance of title to the Adjoining Lot from Licensee to any other person(s) or entity.
3. If this License and/or the rights to use the Clubhouse Facilities are suspended and/or terminated for any reason, no part of the User Assessment shall be returned to Licensee, it being understood and agreed to by Licensee that the User Assessment is non-refundable for any reason.
4. This Agreement shall not be assignable by Licensee to any other person and/or entity.
5. All communications notices, and demands of any kind which either party may require or desire to give or serve upon the other party, shall be made in writing and shall be delivered to the Association c/o the management company; and, to Licensee at the address provided on page one (1) of this Agreement. Either party may change its address and/or the selected addressee as noted above by giving the other party written notice of its new address and/or selected addressee as provided herein.
6. Licensee, for and on behalf of itself, its guests and invitees shall indemnify and hold harmless the Association and its agents, employees, officers, directors, contractors, representatives, members, owners, successors, or assigns, against any and all liability arising out of damages caused or alleged to have been caused by the Licensee’s and/or Licensee’s guests and invitee’s use of the Clubhouse Facilities; and such indemnification shall include any and all direct or indirect damages, costs, and any out of pocket expenses including, but not limited to, loss, costs, damages, attorney’s fees, insurance deductible, and other expenses sustained by the Association.
7. Licensee agrees that in entering into this License, Licensee is relying solely upon the representations and agreements contained herein. This Agreement constitutes the entire agreement between the parties, and cannot be modified or supplemented except by written agreement between the parties. Nothing in this Agreement shall be deemed to impose additional or further obligations on the Association, other than those explicitly provided for herein.
8. In the event that any part or provision of this Agreement shall be adjudged unlawful or unenforceable under Maryland law, the remainder of this Agreement shall nonetheless survive and remain in full force and effect.
9. A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any subsequent breach or any other breach.
10. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Maryland. All claims, disputes and other matters in question arising from or relating to this Agreement, or breach thereof, shall be decided by a court of competent jurisdiction in Baltimore County, Maryland, in accordance with the laws thereof.
11. In the event either party to this Agreement is required to file a legal action against the other party due to a breach hereof, the costs of said action, including, but not limited to, reasonable attorney’s fees incurred, shall be paid by the non-prevailing party to the prevailing (or substantially prevailing) party.
12. The Recitals contained in this Agreement are incorporated herein as if fully restated.
13. This Agreement may be executed in counterparts.

For Reference Only, the relevant lot numbers and addresses are listed here:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lot | Address |  | Lot | Address |
| A1 | 2502 Creekstone Court |  | J5 | 2728 Lightfoot Drive |
| A2 | 2504 Creekstone Court |  | J6 | 2726 Lightfoot Drive |
| A3 | 2506 Creekstone Court |  | J7 | 2724 Lightfoot Drive |
| A4 | 2507 Creekstone Court |  | J8 | 2722 Lightfoot Drive |
| A5 | 2505 Creekstone Court |  | J9 | 2720 Lightfoot Drive |
| A6 | 2503 Creekstone Court |  | J10 | 2718 Lightfoot Drive |
| J1 | 2736 Lightfoot Drive |  | J11 | 2716 Lightfoot Drive |
| J2 | 2734 Lightfoot Drive |  | J12 | 2714 Lightfoot Drive |
| J3 | 2732 Lightfoot Drive |  | J13 | 2712 Lightfoot Drive |
| J4 | 2730 Lightfoot Drive |  | J14 | 2710 Lightfoot Drive |

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by setting their respective hands and seals hereto as of the date first above written.

WITNESS/ATTEST: GREENSPRING QUARRY ASSOCIATION, INC., a Maryland non-stock corporation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: President

WITNESS: LICENSEE(S)(jointly and severally)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT “A”**

**[SEE ATTACHED COPY OF THE RULES AND REGULATIONS**

**REGARDING USE OF THE SWIMMING POOL]**