

4. *This Application will be reviewed by the Association. The Association will then notify you in writing whether your application has been approved. If your application is approved, you will receive a copy of this Application and Agreement signed and dated by the Association's authorized representative, and instructions on obtaining the required facility pass. Once your application is approved by the Association, your membership fee is non-refundable. Until your Application is approved in writing and you receive your facility pass from the Association, you have no right to access or use the Association's Pool Facility. If the application is rejected, you will be notified in writing and your membership fee will be returned to you by mail.*
 5. *This Application may be rejected if: (i) it is incomplete, not signed, or not dated by the Applicant, (ii) it was not submitted with the required membership fee, (iii) information in the Application is inaccurate, or (iv), the Association's records reflect that the Applicant, or any member of the Applicant's household, is currently suspended from using the Association's Pool Facility.*
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In consideration of the various rights, terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, East Stratford Residential Community Association, Inc. ("Association") and the undersigned non-member(s) of the Association ("Applicant" or "Non- Resident") hereby agree to the following terms and conditions of this Non-Resident Annual Membership Agreement ("Agreement"):

1. **License/Membership.** Upon signing this Agreement ("Effective Date"), the Association grants to the Applicant a revocable license ("Non-Resident Annual Membership") for the non-exclusive use of the Association's swimming pool, the bathrooms located in the adjacent community center facility, and the parking lot at the swimming pool/clubhouse facility ("Pool Facility"). No other Association facilities or recreational amenities are included in this membership or are covered by this Agreement. The membership and this Agreement also excludes use of the community center meeting room. The Applicant will have the right of ingress and egress over the Association's property as is reasonably and minimally necessary to gain access to the Pool Facility. These rights of use and ingress/egress extend to the Applicant and the members of the Applicant's household as listed in the above Application (page 1) submitted by the Applicant (which Application is incorporated by referenced herein and made part of this Agreement). This Agreement does not and is not intended to confer or vest in the Applicant any title or estate in the Association's property, including, but not limited to, the Pool Facility.
2. **Term.** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement will be from the Effective Date until the final pool closure date in 2024.
3. **Fee.** In exchange for use of the Pool Facility for the above-specified term, the Non-Resident Member agrees to pay, and has submitted payment to, the Association in the following amount ("Non-Resident Membership Fee"): \$115.00 (single person membership) or \$275.00 (family membership). This fee is **non-refundable**. If this payment is returned or rejected by the bank or issuer due to insufficient funds, stop payment or any other reason, the Association has the right to immediately terminate this Agreement upon written notice to the Applicant.
4. **Compliance with Law / Rules and Regulations.** Persons using the Pool Facility pursuant to this Agreement shall not damage, jeopardize or endanger, in any way, the Pool Facility and shall not threaten, intimidate, harass, bully or harm any other person using the Pool Facility or any representative of the Association (including but not limited to the Association's directors, officers and managing agent). In addition to complying with the terms and conditions contained in this Agreement, the Non-Resident Member agrees to comply with (i) all applicable local, state, and federal laws, orders, regulations, and/or ordinances, (ii) all signs, warnings, policies and procedures posted from time to time at the Pool Facility, and (iii) the Association's Rules and Regulations, as adopted or amended from time to time. The Non-Resident Member is responsible for his/her own compliance and for ensuring compliance by the members of his/her household (and his/her/their guests) who use the Pool Facility pursuant to this Agreement. Any lack of compliance with postings on the premises or the Rules and Regulations will be grounds for immediate removal from the Pool Facility and/or the suspension of all Non-Resident Membership rights under this Agreement. Any such removal from the Pool Facility or suspension of rights shall not reduce or in any way discount or alter the Non-Resident Membership Fee due to the Association.
5. **Damage to Property.** In the event any damage to the Pool Facility or clubhouse bathrooms is caused by the Non-Resident Member or such person's household members or his/her/their guests (whether by negligence, accident or any other reason other than reasonable wear and tear), the Non-Resident Member shall promptly, upon written demand, reimburse the Association for the cost of repairing, restoring, cleaning and/or replacing the damaged property.
6. **Risk of Injury.** The Non-Resident Member acknowledges that as is the case with any physical activity, the risk of injury, even serious or disabling injury, is always present and cannot be entirely eliminated. The Non-Resident Member, on behalf of his/herself and his/her dependents, personal representatives and heirs, assumes all risk and accepts full responsibility for any damages or injuries the Non-Resident Member, his/her household members, or his/her/their guests may cause, incur or suffer arising out of or resulting from his/her/their use of the Pool Facility.
7. **Personal Property.** All personal property placed at the Pool Facility or elsewhere upon the Association's property by the Non-Resident Member (or the members of his/her household or his/her/their guests) shall be placed or left there at the Non-Resident Member's risk or at the risk of the person owning such property, and the Non-Resident Member shall indemnify and hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs as a result of theft or damage to such property.
8. **Termination.** The Non-Resident Member agrees that the Association, acting through its Board of Directors, may terminate this Agreement upon written notice at any time if the Board determines, in its discretion, that the Non-

