

EAST STRATFORD RESIDENTIAL COMMUNITY ASSOCIATION, INC. NON-RESIDENT ANNUAL MEMBERSHIP APPLICATION AND AGREEMENT (FOR USE OF POOL FACILITY)

I/we, the undersigned Applicant, as a non-member and non-resident of the East Stratford Residential Community Association, Inc. ("Association"), submit this application for an Annual Membership for use of the Association's Pool Facility as described in the Agreement below: *[Read and fully complete entire application and sign/date at end of document]*

Type of Membership (check applicable box): Single Person Family

Applicant's Name(s): _____
[print name]

[print name]

Applicant's Home Address: _____
[where Applicant lives] _____

[print street address where applicant resides, and check applicable box below]

Does Applicant Own or Rent the Dwelling at the Home Address listed above: *[check applicable box]*
 own, or rent

Applicant's Mailing Address: _____

[print mailing address if different from above home address]

Applicant's Contact Information: Daytime Phone: _____ Evening Phone: _____
Email: _____

Members of Applicant's Household: *[If applying for a family membership, provide complete information for each person residing at the above "Home Address" for whom you wish to have access to the Association's Pool Facility as part of your Annual Membership. Five (5) individuals are included in a family membership; two (2) additional individuals may be added to the membership for a fee of \$30.00 per individual, not to exceed a total of seven (7) individuals on any family membership]*

<u>NAME</u>	<u>CURRENT AGE</u>	<u>RELATIONSHIP TO APPLICANT</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

INSTRUCTIONS FOR APPLICATION:

1. Fully complete, sign and date this Application and then submit it (along with the Annual Membership Fee of \$100.00 for a Single-Person Membership or \$250.00 for a Family Membership, by check, certified funds, cashier check or money order made payable to "East Stratford Residential Community Assn") to the Association's management agent by either:
 - (i) mailing it to Sequoia Management Co., Attn: Shannon Cook, 13998 Parkeast Circle, Chantilly, VA 20151, or
 - (ii) delivering it to: Shannon Cook at the above address.
2. For the 2023 pool season, only sixteen (16) annual memberships shall be offered, six (6) of which shall be single-person, ten (10) of which shall be family. Applications will be accepted on a first-come, first-served basis. East Stratford Residential Community Association Policy Resolution 2018-1 pertains.
3. 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.

4. 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.

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 2023.
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"): \$100.00 (single person membership) or \$250.00 (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-Resident Member has violated any term or condition of this Agreement or made inaccurate or untruthful representations in his/her Application, or that the acts, omissions or activities of the Non-Resident Member (or his/her household members or guests) jeopardize the health, safety or welfare of others, or are repeatedly or consistently in violation of the Association's Rules and Regulations or applicable local, state, and/or federal laws, orders, regulations, and/or ordinances. As stated above, the Non-Resident Membership Fee is non-refundable, regardless of early termination or suspension of rights.
9. **Indemnification/Release.** The Non-Resident Member hereby releases, indemnifies and holds harmless the Association and its directors, officers and managing agent from and against any and all injuries, costs (including attorney's fees), damages, loss, causes of action, and/or claims arising out of or resulting from any injury, death, or damage to property that the Non-Resident Member, his/her household members, or his/her/their guests may cause, incur or suffer as a result of or arising from his/her/their access to or use of the Pool Facility, except that such release shall not apply to injuries or damages caused solely and directly by the willful misconduct or negligence of the Association.
10. **Assignment.** Neither party shall assign this Agreement, nor any rights or obligations under this Agreement, to any other person.
11. **Limit of Liability.** In the event that the Association breaches its obligations under this Agreement, the Association and the Non-Resident Member agree that the Association's liability for damages shall be limited to the amount of the Non-Resident Membership Fee paid.
12. **Entire Agreement.** This Agreement supersedes any and all previous agreements or understandings between the parties related to the use of the Pool Facility. This Agreement shall in no way be deemed to affect the application or enforcement of the restrictive covenants contained in any recorded Declaration, as amended, to which the Pool Facility is subject. This Agreement constitutes the entire understanding and agreement between the Association and the Non-Resident Member. This Agreement may only be amended or modified by the parties in writing.
13. **Interpretation.** All provisions within this Agreement are to be interpreted independently. If any provision is determined to be illegal or void by a court of law having jurisdiction over this matter, all other provisions of this Agreement will remain in full force and effect and binding between the Association and the Non-Resident Member. This Agreement will be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and Loudoun County.

APPLICANT(S) / NON-RESIDENT MEMBER(S):

Signature	Signature
Printed Name	Date
Printed Name	Date

EAST STRATFORD RESIDENTIAL COMMUNITY ASSOCIATION, INC.

Approved by: _____
Signature

Printed Name, Title

Date