

SAWMILL LAKES MAINTENANCE ASSOCIATION AMENITIES

Terms and Conditions

When executed by **Sawmill Lakes Maintenance Association (“SML”)**, this application becomes a revocable license to use the designated facility on the terms set forth below but only during the times and on the dates provided. If not otherwise provided, this license shall **automatically expire six months after approval by SML.**

- Applicant indemnifies and holds SML, and its agents, officers and directors harmless from and against any loss, claim, cost or damage resulting from applicants’ use of the facility or applicant’s members, invitees or others in fact using the facility with applicants’ express or implied permission.
- Applicant, for itself and its members, officers, directors, and employees hereby waive and release SML from any and all claims and causes of action arising from use of the Facilities.
- Applicant agrees to abide by all rules and regulations issued by SML regarding the facilities. Applicant further agrees that all activities at the Facilities will be consistent with the Use of the Facilities during the scheduled hours.
- Applicant agrees that staples, thumbtacks or other puncturing devices will not be used to hang decorations or other displays on Recreation Center meeting room walls.
- Applicant agrees that no member of Applicant’s party will use the pool facilities after sunset.
- Applicant agrees to abide by the Code, County of St. Johns, as codified through Ordinance No. 98-70 relating to the generation of noise for residential area’ i.e., not more than 70 decibels between the hours of 7:00 a.m. to 11:00 p.m. and not more than 60 decibels between the hours of 11:00 p.m. and 7:00 a.m.’ or such noise level limitations that might be prescribed by future modifications to the St. Johns County Code.
- Applicant agrees to remove all of its equipment, property, trash, and debris from the Facilities after each and every use. Trash must be disposed of in designated trash refuse areas.
- Applicant agrees to immediately report, in writing, to SML any unsafe condition in the Facilities. Applicant also agrees to provide SML with a written report of any injury to persons or property occurring in or about the Facilities during the time Applicant is entitled to use the Facilities.
- Applicant agrees to not bring upon any property owned by SML any person who has been convicted of a felony or who is listed on any sexual predator or other similar type list, or who uses illegal drugs or which abuses alcohol or drugs of any type. Applicant agrees that it shall conduct background and drug tests of all employees of Applicant who will be on or about the Facilities to assure its compliance with this Section. No illegal drugs shall be permitted on or about the Facilities.

**SAWMILL LAKES MAINTENANCE ASSOCIATION
WAIVER & INDEMNIFICATION**

To obtain permission to use the Sawmill Lakes Clubhouse/Soccer field, the undersigned, do, for heirs, my personal representatives and spouse, children, guests, servants, myself, agents and invitees, waive and release Sawmill Lakes Maintenance Association, Inc., its employees, agents, licensees or representatives (collectively "Sawmill Lakes") from any claim or loss (including personal injury and death) suffered by me and arising from my use of the Sawmill Lakes clubhouse. In addition, I will indemnify and hold Sawmill Lakes harmless from and against any claim against Sawmill Lakes for loss suffered by Sawmill Lakes caused by any act or omission arising from my use of the Sawmill Lakes Clubhouse.

Homeowner Signature

Date

Witness Signature

Date