

**WELLINGTON COMMUNITY ASSOCIATION
NONRESIDENT MEMBER LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 20 ___, by and between the WELLINGTON COMMUNITY ASSOCIATION, INC. (“Wellington”), a Virginia non-stock, not for Profit Corporation, and _____ (name) of _____ (address) (“Nonresident Member”).

WITNESSETH:

WHEREAS, Wellington annually offers nonresident memberships for its Recreational Facilities; and

WHEREAS, this License Agreement sets forth the terms and conditions of the offering; and

WHEREAS, the Nonresident Member accepts all of these terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Wellington hereby grants the Nonresident Member with a non-exclusive license to use its Recreational Facilities, and the Nonresident Member accepts the License, in accordance with the following terms and conditions:

1. Nonresident Member has paid an annual membership fee of _____ for a family of 5, each additional member is \$25.00. This License Agreement does not become effective unless the Nonresident Member has submitted payment in full. The term of this License Agreement is one year, running from May 15, 20___ to May 15, 20___.

2. The Nonresident Member may terminate his/her membership at any time; however, the Association shall not refund or pro-rate either the annual capital charge or the membership fee under any circumstances. If non-resident subsequently reapplies for membership in subsequent years a new administrative fee is applicable.

3. Nonresident members shall be entitled to use the Association’s swimming pool, tennis courts, tot lots, multi-purpose courts or other recreation facilities which are included within the boundaries of the recreation parcels. Any recreation facilities not contained within said parcel, including the Clubhouse event space, are for the exclusive use of Wellington members and are not included in the nonresident membership.

4. During the time of their membership, all nonresident members shall be fully subject to all of the Association’s rules and regulations, including those established by the Board for use and operation of the recreation facilities and those established by the Declaration to protect the Association from a lack of compliance with the Association’s

