



## Amenities Use Agreement

The term "TPS" (TPS Management Services) is used herein to indicate any amenity property owned by J.W. Holdings, Inc., Craddock Oaks Developers, Inc., and/or M&J Developers, LLC, (or successors) or any person authorized to represent said amenities, located at Mariners Landing at Smith Mountain Lake in Huddleston, Virginia. The term "Amenities User" is used herein to indicate the person(s) listed below and *qualified immediate family members*. Only Amenities Users and their qualified guests may use these facilities. All guests must be accompanied by a member at all times. A maximum of 4 guests is allowed per membership at any time. Additional guests may be allowed with permission. Amenities are not available for transient or long-term tenants in rental units in Mariners Landing which are not in the EastLake Real Estate Rental Program.

Amenities include: three pools (*plus* new Cabana enclosed pool – estimated completion early 2011), hot tubs, Cabana game room, Cabana Fitness, playgrounds, volleyball court, tennis courts, fishing piers, beaches, walking trails, picnic facilities, Pointe fitness and game rooms, kayaks, paddleboats, etc. Fitness rooms will have limited access. Beaches and pools may have limited use.

Two key cards may be issued for the primary amenities user and immediate family, which allow access to the tennis courts and pools. Each card has a unique serial number and may not be duplicated. Replacements for lost cards will cost the Amenities User \$5 each. Upon termination of amenities use privileges, the cards will be deactivated and should be returned to TPS or the Pointe front desk.

Amenities Users must comply with the terms of this agreement, all State, County and Lake laws, and Mariners Landing rules and regulations at all times. Any infraction by the Amenities User of these or any posted rules and regulations shall, at the option of TPS cancel this contract upon seven (7) days notice. In such circumstances, a pro-rated amount *may* be refunded. This refund will be "short-rated" depending upon the infractions that caused written notice of cancellation to be given to the Amenities User. (If there is damage or abuse to the facilities, employees, other Amenities Users, guests, etc., and the Amenities User is responsible, in the judgment of TPS, for monetary repair, the pro-rated Amenities Use Agreement amount will be withheld to the extent of damage. Any amount owed beyond the pro-rated Amenities Use Agreement amount will, additionally, be the Amenities User's responsibility.) The hours of operation and any additional rules will be posted.

**Please note:**

1. No running or roughhousing is allowed.
2. Consumption of alcoholic beverages is not permitted on the docks, beaches, tennis courts, or posted areas, but *may* be available in certain designated pool areas.
3. For safety reasons, glass containers shall not be permitted while using amenities.
4. Pets must be leashed or confined at all times and are not allowed in the enclosed amenities (i.e. pools, Cabana, etc.).
5. For safety reasons, no swimming, diving, or fishing shall be permitted in the boat slip areas. Swimming and fishing are only permitted in areas designated by TPS and always at your own risk.
6. No outdoor fires of any kind will be allowed except in grills provided by TPS in the picnic areas.
7. Go-carts, mini-bikes, mopeds, all-terrain vehicles, and other unlicensed recreational vehicles are not permitted unless prior written approval has been granted by TPS.
8. Laundry shall not be hung on any part of the facilities.
9. Advertising, *For Sale* signs, soliciting, or commercial ventures of any kind shall not be allowed without prior approval of TPS.

The Amenities User agrees to conduct his activities at all times when on TPS property or the lake waters adjoining, so as to create no annoyance, hazard or nuisance to the property or to others. This involves number of guests; attire; conduct; noise level; use of radios, TVs, or other sound equipment; observance of good housekeeping and sanitation practices (no dumping of raw garbage or sewage into or otherwise polluting the lake); and the use of garbage and trash receptacles, as deemed appropriate by TPS.

Amenities Users shall immediately notify TPS of the necessity for repair of any part of the facilities or of any potentially dangerous conditions requiring attention. Amenities Users will be held responsible for damage they or their guests may cause to the facilities and structures or the property of others.

TPS reserves the right to alter or amend the terms and conditions of this Amenities Use Agreement from time to time by written notice to the Amenities User and/or prominent publication. No failure of TPS to enforce any of the terms and conditions herein shall be considered a waiver of such term or condition in the absence of an express written waiver by TPS.

Amenities Users agree to display Mariners Landing identification on their vehicle(s), as required, and to provide proper identification for User and his/her guests to TPS upon request.

Further comments and agreements between the Amenities User and TPS:

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This Amenities Use Agreement will be automatically renewed on March 1 of each year upon payment of the annual fee in a timely manner, unless written notice is given to the contrary by either party at least 30 days prior to the expiration of the current term. However, TPS reserves the right to cancel this Agreement at any time. Prorated reimbursement may be made, if cancelled by TPS before the end of the term, as long as cancellation is not the result of an infraction, as noted above.

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TPS shall assume no responsibility for supervision of any activities of its Amenities Users, their guests, or other users. Supervision of children at all times is the sole responsibility of parent(s) or guardian(s).

TPS shall not be liable to any Amenities User or guest for personal injury or property damage from theft, vandalism, fire, natural elements or other causes sustained as a result of use of the facilities.

*I (we), the undersigned, understand that there are risks inherent in water-based activities. Activities in and around swimming pools can result in injury or death to participants. These accidents can involve falling injuries from slippery surfaces, diving injuries, accidental drowning or other misfortunes. Boat docks also present the opportunity for accidental injury or death. These risks include falling on the docks or falling off the docks, falling into the water with the possibility of drowning, being crushed between the boat and the dock and having boats or equipment fall onto me (us).*

*Likewise, I (we) understand that there are risks inherent in land-based activities such as playing tennis or sand volleyball, using playground or exercise equipment, walking or jogging on nature trails or roadways or using restroom facilities. Potential accidents include, but are not limited to tripping, slipping, falling, being pinched or hit by moving balls, equipment or vehicles.*

**I (we) hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in water-based or land-based activities at or near Mariners Landing at Smith Mountain Lake.**

*I (we) hereby warrant and represent that I (we) have no physical or mental disability, impairment or ailment preventing me (us) from engaging in active or passive exercise or that will be detrimental to my (our) health, safety or physical condition or that of any other Amenities User or guest associated with the primary Amenities User, if I (we) do so engage or participate.*

*I (we), the undersigned, agree to hold harmless and indemnify TPS and/or any officers, directors, employees or agents thereof from (i) any claims or other loss related to any injury or death and (ii) any court costs and reasonable attorney's fees that may result from or in any way be related to any use of TPS facilities permitted under the license granted to me (us), members of my family or my guests pursuant to this agreement.*

**The Primary Amenities User shall be responsible for informing all his/her users allowed by this agreement of the responsibilities noted in this agreement.**

*It is agreed that this contract is performable and venue shall be in Bedford County, Virginia. All notices required by this Use Agreement or the Law shall be to the addresses stated herein. Amenities User agrees to notify TPS within ten (10) days of any change in any of the information given on this Agreement.*

Primary Amenities User's Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Agreement begins \_\_\_\_/\_\_\_\_/\_\_\_\_ Membership type (choose one):  
Single:  Annual  Summer  
Family:  Annual  Summer  
Fitness Only:  Single  Couple  
 Walking Trails Only

In consideration of the sum of \$ \_\_\_\_\_, paid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, TPS allows the

Primary Amenities User listed below and (print all additional eligible immediate family members) \_\_\_\_\_

usage of certain amenities at Mariners Landing, upon the terms and conditions set forth in this "Amenities Use Agreement".

Primary Amenities User's Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Mailing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail Address \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

I (we)  wish  do not wish to receive email newsletters and general information from Mariners Landing.  
(If you select "do not wish", your email address will only be used for amenities-related communications.)

I (we) \_\_\_\_\_ own \_\_\_\_\_ do not own property at Mariners Landing. (Check one)

In case of emergency, notify \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

**We look forward to serving you and will be happy to answer any questions or concerns you may have.**

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