

## **KEY ACCESS AGREEMENT FOR THE WELLINGTON TRACE FITNESS CENTER**

This Agreement of Understanding (“Agreement”), effective this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Wellington Trace Association, Inc. (the “Homeowners” Association) at 3600 Crondall Lane, Owings Mills, Maryland 21117 and \_\_\_\_\_ at \_\_\_\_\_ Frederick, Maryland 21703 (the “Homeowner”).

### RECITALS

Wellington Trace, Inc. is the owner of the Wellington Trace Fitness Center located at 4950 Barclay Terrace, Frederick, Maryland 21703.

NOW THEREFORE, in consideration of the promises made in this Agreement and other good and valuable consideration the receipt of which is acknowledged by the parties, the Homeowners Association and the Homeowner agree as follows:

### ARTICLE 1. Assignment of Key Access Card

The Homeowners Association agrees herewith to assign one (1) key card access card per household to gain entry into the Fitness Center located on the premises of the Homeowners Association. This initial card will be of no charge to the homeowner.

### Article 2. Homeowners Responsibilities

- 2.1 The Homeowner shall obey all Fitness Rules attached herewith.
- 2.2 The Homeowner hereby agrees that should the homeowner either lose or misplace this access card that a charge will be made in the amount of \$25.00 to obtain a new card.
- 2.3 The Homeowner hereby agrees that should any minor Children under the age of eighteen (18) years be admitted into the Fitness Center without adult supervision then this agreement shall become null and void and the key card shall be surrendered immediately to the Homeowners Association.
- 2.4 The Homeowner hereby agrees to be responsible for any and all damages, which may occur during their use of the facilities. This would include but is not limited to the deliberate misuse of the equipment.

### Article 3. Homeowner Acknowledgement

The Homeowner herewith acknowledges that the Homeowners Association does have security cameras installed on the premises and acknowledges that these cameras are taping all activity in the Fitness Center and are to be used by the Homeowners Association when and if any vandalism occurs on the premises.

### Article 4. Miscellaneous

- 4.1 Assignment. This Agreement may not be assigned by either party except by mutual written agreement.
- 4.2 Amendments. Except as otherwise provided in this Agreement and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the parties in writing.

4.3 Headings. All Headings are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement.

4.4 Complete Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements or commitments except as set forth herein. This Agreement may be amended only by a written instrument executed by both parties.

4.5 Choice of Law. This Agreement shall be governed by and construed in accordance with the law.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

WITNESS:

WELLINGTON TRACE, INC.

\_\_\_\_\_

\_\_\_\_\_

WITNESS:

HOMEOWNER

\_\_\_\_\_

\_\_\_\_\_

Homeowner Telephone Number

\_\_\_\_\_

Homeowner Work Number

\_\_\_\_\_