

**Bel Marin Keys Community Services District (BMKCSD)
Multi-Court Access Control Card-License Agreement**

Whereas the undersigned does hereby agree to the following Terms/Conditions and use as a condition of issuance of a Multi-Court Access Control Card.

1. I will use the card and it's ancillary use in accordance with any and all rules, regulations and or ordinances as set forth now or in the future by the BMKCSD.
2. The card will remain in my full care custody and control and that I will not allow any other person, who shall include but not be limited to any groups, organizations or Non-BMK Resident(s) to posses and or utilize said access card.
3. I understand that this card shall always remain the property of the BMKCSD and that I posses only a license to utilize said access to the multi-court in so much as my residency remains that of a Bel Marin Keys and as such must be surrendered upon my resident status changing to that of a Non-BMK residency.
4. That I will abide by any and all posted notices, rules and regulations and that I agree that in the event that I fail to do this, that I will be subject to any and all costs associated with damage an, clean up and or remediation that may be required to remedy same.
5. I understand the following rules that:
 1. *The use of the courts is at my own risk*
 2. *I will not bring in food, glass, alcohol or smoke within the Multi-Purpose Court. I will not allow dogs or pets in the court at any time*
 3. *I will not damage and or vandalize the Multi-Use Court and agree to reimburse the BMKCSD for any damage I may cause*
 4. *I will not use bicycles, skateboards, rollerblades or scooters (anything with tires or wheels) along with any motorized vehicle on the court*
 5. *If two (2) or more people are waiting, I will limit my play time to one (1) hour*
 6. *I will consolidate pickball matches to one side of the court when requested such that I allow basketball to be used at the opposite end of the court*
 7. *The courts are open from 9 am to 30 minutes after sunset*
 8. *There is to be NO amplified music or offensive/foul language when using the court. I will be respectful of neighbors with my language and noise level*
 9. *Professional lessons or the teaching (for hire) of group classes on the Multi-Purpose court is not allowed*
 10. *I agree that any violation of any rule as outlined here in is grounds for the BMKCSD to consider me to be trespassing on the Multi-Purpose Court and I consent to being held to this standard and be bound by any enforcement actions by the authorities as a result of my violation*
6. I agree that any violation of any item set forth herein shall be grounds for the revocation of the license to access the Multi-Court without notice and without recourse whatsoever against the BMKCSD.

7. I agree that if I lose my access card that I will promptly notify the BMKCSD and that I will pay a reactivation fee of \$25.00 for a replacement access card. Should my card become inoperative then I shall be entitled to a replacement at no cost provided I surrender the inoperative key to the BMKCSD.

8. That I shall indemnify, defend, and hold harmless the BMKCSD, and their respective officers, directors, agents, and employees (the "Indemnities") from and against any and all losses arising from personal or bodily injury to or death of persons or damage by my use or my guest's use of the Multi-Purpose Court.

9. I shall not occupy or use the facility except as provided in this Agreement and I shall comply with all legal requirements that arise in through my use of BMKCSD property and the use and occupation thereof.

10. The BMKCSD may from time to time and/or in its sole discretion deactivate all issued licensed cards. I understand that I will be reissued a card at no cost to me, however the BMKCSD may, in its sole discretion require proof of residency as a condition of any reissuance of an access card.

11. I am a resident of the Bel Marin Keys Community Services District.

I have read and understand the terms and items contained herein and agree to be bound to and adhere to each provision in their respective entirety.

Signed this the ____ DAY OF _____, 20____ .

BY: _____ (PRINT NAME, LAST, FIRST)

Address: _____

Email: _____ phone: _____

Signature: _____

Bel Marin Keys Community Services District

Duly Authorized BMKCSD Agent

Date: _____

Card Number: _____ Payment: _____