

**Bel Marin Keys Community Services District
2023/24 Multi-Purpose Court Access Control Card
License Agreement - \$50 Fee**

The undersigned agrees to the following terms, regulations, and restrictions, as a condition precedent to receiving, maintaining, and using a BMKCS D Multi-Court Access Control Card.

1. I shall use the card and its ancillary use in accordance with all rules, regulations and/or ordinances as set forth now or in the future by the BMKCS D.
2. The card shall remain in my full care, custody, and control, and that I will not loan nor allow any other person or non-BMKCS D resident, to possess or use the card.
3. The card is the property of the BMKCS D and that I possess only a license to use the card to access utilize said access the boat ramps in so much as my residency remains that of a BMKCS D resident. Upon my residency changing status to where I am no longer a BMKCS D resident, I shall immediately surrender the card to the BMKCS D District Manager. I recognize and acknowledge that I am a Licensee for purposes of this agreement.
4. I understand and agree to the following rules:
 - a. The use of the Multi-Purpose Court is at my own risk;
 - b. I will not bring food, glass, alcohol or smoke, within the Multi-Purpose Court;
 - c. I will not allow any dog, cat, or other animal, nor pet, within the Multi-Purpose Court;
 - d. I will not damage and/or vandalize the Multi-Use Court and agree to reimburse the BMKCS D for any damage I may cause;
 - e. I will not use any motorized or non-motorized vehicle, bicycle, skateboard, rollerblades or scooter, or any similar item with tires, wheels or tracks, within the Multi-Purpose Court;
 - f. If two (2) or more people are waiting, I will limit my time on the court to one (1) hour;
 - g. I will consolidate pickleball matches to one side of the court when requested such that others can use the basketball section at the opposite end of the court;
 - h. The courts are open from 9:00am to 30 minutes after sunset;
 - i. Amplified music and offensive/foul or loud language is prohibited in the area;
 - j. Teaching or giving lessons to a group is prohibited.

I agree that any violation of any rule as outlined herein is grounds for the BMKCS D to consider me to be trespassing on the Multi-Purpose Court. I consent to being held to this standard and be bound by any enforcement actions by the authorities as a result of my violation.

5. 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 BMKCS D.
6. I agree that if I lose said access card, that I will promptly notify the BMKCS D District Manager in writing, and that I will pay a reactivation fee of \$50.00 for a replacement card. Should my card become inoperative, then I shall be entitled to a replacement card at no cost, upon my surrender of the inoperative card to the BMKCS D District Manager.

7. I shall indemnify, defend, and hold harmless the BMKCSD, and its respective officers, directors, agents, and employees, from and against any and all losses arising from personal or bodily injury to, or death of persons, or damage to BMKCSD property, to the extent caused by the negligent acts, errors and/or omissions, or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees.

8. 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 respect of the BMKCSD property and the use and occupation thereof.

9. BMKCSD may, from time to time, or in its sole discretion, revoke 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 a card.

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

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

Licensee's Information:

Printed Name _____

Address: _____

Email: _____

Phone: _____

By: _____
Signature

Date: _____

Bel Marin Keys Community Services District

Authorized BMKCSD Agent: _____

\$50 Fee - Payment Required - Attach photocopy of check.

Issued Access Card #: _____