

EXHIBIT "A"
TO
POLICY RESOLUTION NO. 14

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into as of _____, 20___, by and between The Unit Owners Association of ParcReston Condominium, acting by and through its Board of Directors (the "Association"), the address of which is 1713 Ascot Way, Reston, Virginia 20190, and _____ ("Licensee"), whose mailing address is _____.

RECITALS

R-1: Licensee is the Owner of Condominium Unit ____ located at _____ in the ParcReston Condominium.

R-2: The Association is responsible for the operation of the common elements of ParcReston Condominium ("Condominium").

R-3: The Board of Directors of the Association has the authority under Article V, Section (c) of the *Declaration of ParcReston Condominium* ("Declaration"), Article IX of the Declaration, and Article III, Section 2(p) of the *Bylaws The Unit Owners Association of ParcReston Condominium Fairfax County, Virginia* ("Bylaws"), to create reserved common elements and grant revocable licenses to Unit Owners for the use of the reserved common elements.

R-4: Licensee wishes to use a Carport Space ____ (the "Carport Space") for parking resident's personal vehicle for a period of one year.

R-5: The Association is willing to allow such use of the Carport Space, and assign it as Reserved Common Element to the Licensee's Unit for a period of one year, subject to the provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensee shall have an exclusive license to use the Carport Space in accordance with this Agreement for the period of _____, 20___ to _____, 20___. In consideration for the exclusive use granted under this license, the Licensee shall pay an Additional Assessment Fee of \$_____, which shall be paid in semi-annual payments due on

_____, 20__ and _____, 20__. If Licensee shall fail to pay any installment of the Additional Assessment Fee, or any other sum due to Licensor, when due, and such failure is not cured within ten (10) days of written notice thereof, this Agreement shall terminate. Failure to remit payment within ten (10) days of the due date shall result in the termination of this

2. Licensee shall use the Carport Space only for parking a personal passenger vehicle, and for no other purpose. The Carport Space shall not be used in violation of the Declaration, Bylaws or Rules of the Condominium, or in violation of any applicable laws, codes, ordinances and regulations.
3. Licensee shall use the Carport Space at Licensee's own risk, and Licensee hereby expressly agrees to assume such risk. The Association shall have no liability for theft or loss of, or damage to, any vehicle or property in the Space.
4. The Association will provide the Licensee with contact information for its authorized towing service. The Licensee is hereby authorized to and assumes the responsibility for notifying the towing company if an unauthorized person uses the Carport Space.
5. Licensee shall release, indemnify and hold harmless the Association, and its members, directors, officers, agents, contractors and employees, from and against any and all injuries, claims, damages, or causes of action, of any kind whatsoever, including costs and attorney's fees, arising in connection with Licensee's use of the Carport Space or Licensee's rights under this Agreement, or in connection with the theft or loss of, or damage to, any vehicle or property of Licensee which may be stored in the Carport Space.
6. The right to use the Carport Space under this Agreement shall not be construed as a lease or other interest in real property, and Licensee shall have no rights as a tenant.
7. If Licensee fails to comply with any provision of this Agreement, the Association may terminate this Agreement by written notice to Licensee, may remove all vehicles and personal property from the Carport Space, and may take any and all other action available at law or in equity. All costs incurred by the Association in taking any of the foregoing actions, or in enforcing this Agreement as a result of Licensee's default, shall be paid by Licensee.
8. Licensee cannot assign or transfer their rights under this Agreement to another Unit Owner or resident without the prior written consent of the Association.

9. Upon expiration or prior termination of this Agreement, Licensee shall immediately remove all vehicles and personal property from the Space. If Licensee fails to do so within five (5) days after the termination of this Agreement, the Association shall have the right to do so, at Licensee's expense, and shall have no responsibility for storage of any vehicles or property removed, nor any liability for theft or loss of, or damage to, any vehicles or personal property removed.

10. This Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions. Venue for all disputes or claims arising out of this Agreement, which require the intervention of the courts, shall be the General District Court or Circuit Court of Fairfax County, Virginia, or, if applicable, the United States Bankruptcy Court for the Eastern District of Virginia, Alexandria Division. The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

11. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth above. The Association or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

12. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, successors and assigns. This Agreement contains the entire understanding of the parties. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties.

THE UNIT OWNERS ASSOCIATION OF PARCRESTON CONDOMINIUM

By: _____
 President

By: _____
 Secretary

LICENSEE(S)
