

**VILLAGE AT RIVERBEND CONDOMINIUM ASSOCIATION  
LICENSE AGREEMENT FOR  
AIR CONDITIONER/HEAT PUMP INSTALLATION**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, the undersigned Owner(s) of Unit \_\_ in the Village at Riverbend Condominium in Ashland, New Hampshire ("hereinafter jointly and severally referred to as Owner") and the **Village at Riverbend Condominium Association** ("Association").

WHEREAS, the Owner desires to provide for the adding of an Air Conditioner/Heat Pump(ACHP) to the Unit set forth hereinabove, pursuant to which it would be necessary to provide for the location, construction, placement, maintenance and repair of such ACHP system and associated hardware and related equipment and

WHEREAS, The Association is willing to permit the ACHP to be located on the Common Area and Limited Common Area adjacent to the Unit subject to the terms and conditions set forth herein; and

WHEREAS, The Owner acknowledges that it is in the interest of the Association to provide for any such location to be accomplished in a good workmanlike attractive and safe manner so as to protect and preserve value within the Condominium.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Association and Owner agree as follows:

**1. License.** The Association grants the Owner a revocable license to install, maintain and utilize the ACHP system in such location as may be from time to time approved by the Association in its sole and unfettered discretion.

**2. Installation.** The ACHP System shall be installed in a good and workmanlike fashion at the expense of the Owner and in full compliance with all ordinances, laws, regulations and codes now or hereafter in effect with respect to same. The Association reserves the right to approve the identity of any proposed installer, which approval may be withheld in the sole and unfettered discretion of the Association. All portions of the ACHP System shall be installed, kept and

maintained at the expense of the Owner in a manner which is aesthetically pleasing in the sole discretion of the Association, acting by and through its Board of Directors.

**3. Warranty and Indemnity.** The Owner represents and warrants to the Association that the ACHP System will be installed, maintained and operated properly. The Owner shall indemnify and defend the Association, its directors, officers, agents, employees and members from any and all loss or expenditure that may result from the failure of the ACHP System. If the cost of any insurance maintained by the Association or any other Owner is increased as a direct result of the installation of the ACHP System, the Owner shall reimburse such cost increase

**4. Inspection.** The Association reserves the right but not the obligation to inspect, repair, remove or replace any ACHP System installed pursuant to the within Agreement which in the opinion of the Association poses or may possess a risk to persons or property, or which in the Association's opinion becomes aesthetically unpleasant. The Owner expressly and explicitly waives any claim and demand as against the Association in connection with the within paragraph.

**5. No Liability on the Part of the Association.** The parties to the within Agreement expressly and explicitly acknowledge and agree that the Association shall not in any way be liable to the Owner or any third party with respect to the location, placement and utilization of any ACHP System described in the within Agreement, it being expressly understood and agreed that the Owner has obtained and received advice from a duly qualified professional party with respect to the specifications of the ACHP System, its suitability for the intended purpose thereof, and the placement thereof. The Owner shall, further, indemnify and hold harmless the Association from any costs, claims, demands and expenses, including reasonable attorney's fees, incurred by the Association by virtue of its having entered into and executed the within Agreement.

**6. Revocable.** The within granted license may be revoked by the Association without notice or demand by communicating with the Owner, at the address set forth hereinabove, or at such other address as the Association's records may from time to time reflect or are applicable, and, further, by the recording of a notice of termination in the Grafton County Registry of Deeds which termination shall be effective upon the recording of such notice. Upon such termination, the Owner shall cause the ACHP System described herein, together with any replacements or additions thereto, to be removed forthwith from any portion of the Common Area or Limited Common Area, it being understood and agreed that any damage to the Common Area occasioned thereby shall be promptly restored or repaired at the expense and cost of the Owner.

**7. Cost of Litigation.** In the event that it shall become necessary for the Association to initiate any action or engage the services of an attorney to protect its rights hereunder, the Owner agrees to reimburse the Association its costs and reasonable attorney's fees engendered thereby.

**8. Applicable Law.** The parties agree that the laws of the State of New Hampshire shall apply to and shall govern the provisions of this Agreement and that the courts of New Hampshire have jurisdiction for the purposes of resolving disputes by and between the parties.

**9. Binding Provision.** This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto.

**10. Registration of License.** The Owner hereby agrees that after this license has been completely and properly signed it will be the Owners responsibility to register this License with the Grafton County Registry of Deeds and pay any fees associated with the registration of this License. A copy of the filed document showing book and page number must be given to the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written.

**VILLAGE AT RIVERBEND  
CONDOMINIUM ASSOCIATION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Andrew Knight, Duly Authorized  
Property Manager  
Foxfire Property Management, Inc.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Unit # \_\_\_\_\_  
(Owner)

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Print Name

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Print Name

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Witness

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Unit # \_\_\_\_\_  
(Owner)

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Print Name

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