



Ashburn Farm Association
Policy for Use of the Common Area by "For-Profit" Organizations

Applications for the "for-profit" use of Ashburn Farm common property should be submitted in writing to the Ashburn Farm Association, located at 21400 Windmill Drive, Ashburn VA 20147.

The following conditions are required by the Ashburn Farm Association to allow "for-profit" use of property commonly owned by the Ashburn Farm Homeowners Association and its members:

- The Ashburn Farm Association reserves the right to approve or deny any request by a "For-Profit" organization to use Ashburn Farm Association property. Every organization has the right to appeal the decision to the Board of Trustees.
- A fee will be charged to the owner/organization for each day of use of Association Common Area for profit to minimize the financial impact the additional usage has on the members of the Association.
- Activities involving 1-9 people will be charged a fee of \$25/ day. Activities involving 10 or more people will be charged a fee of \$50/day. This fee will need to be paid 10 days in advance by cash or check.
- Activities for Facility Use require a security deposit of \$500 and activities for Grounds Use require a security deposit of \$250. The security deposit is refundable as long as the facility/grounds are not damaged.
- In the event of inclement weather, an emergency, etc., please reschedule a minimum of 24 hours in advance. There will be no refunds.
- The usage of common area is on a first-come first-served basis.
- Requests for usage of any common property must be received by the Association thirty (30) days prior to the intended date of use and must include the attached Application and the Release of Claims Form at the time of the request.
- Organization must agree and sign a "Release of Claims" Form to release Ashburn Farm from any liability that may arise from any accidents caused during time of use by said organization.
- The owner or point of contact that submitted the request must be on site each time the organization is on site, and for the entire duration of the activity.
- The group/organization must remove all trash and equipment from the property each day it uses the common area. Failure to do so will result in termination of the agreement between Ashburn Farm Association and organization.
- If, at any time, members of the organization see or are aware of any dangers on Ashburn Farm property, they must inform Ashburn Farm management promptly. In such a case if the hazard is created by said organization and is not reported to Ashburn Farm management, it could result in termination of the agreement.
- At no time shall any "For-Profit" Organization lease or sub-lease any part of Ashburn Farm common ground to any other organization.
- Vehicles are not permitted on common ground. Failure to comply could result in termination of agreement.
- Ashburn Farm requires proof of insurance of \$1,000,000.00 of General Liability Insurance.
- Organization must keep insurance policy in good standing during the life of the agreement.

Failure to follow the policies set forth in this document will result in the agreement between the Association and the owner/organization being terminated. **Initial:** _____



Ashburn Farm Application for Common Area Use by
"For-Profit" Organizations

Organization Information

Organization Name: _____

Organization Address: _____

Organization Phone Number: _____ Email: _____

Owner Name/Point of Contact: _____

(We will need a photocopy of valid VA drivers license for Owner/Point of Contact)

Address: _____

Phone Number: _____ Email: _____

Emergency Contact Name: _____ Phone Number: _____

Common Area Requested: _____

Type of Activity: _____ Duration of Activity: _____

Number of People Involved in Activity: _____ Approx. Number of AF Residents: _____

Specific Dates and Times Requested: _____

*Insurance Provider: _____

*(*Please make sure Ashburn Farm Association is listed as additional insured)*

Please circle one:

Security Deposit Paid: \$250 \$500 Cost Paid: \$25/day \$50/day

SIGNATURES:

Organization Owner/Point of Contact: _____ Date: _____

Representative/Agent of Ashburn Farm: _____ Date: _____

RELEASE OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned,
(name) _____, for the sole consideration of being allowed to
(activity) _____ taking place on (date)
_____, for myself, my executors, administrators, and assigns,
hereby acquit, release and forever discharge Ashburn Farm Association and its officers,
directors, agents, servants, assigns, employees, attorneys, partners, personal
representatives, administrators and all other persons, firms, or corporations related
thereto, (collectively the "Released Parties") of and from any and all claims, actions, causes
of actions, demands, rights, obligations, accounts, fees, liabilities, defenses, attorney's fees,
damages, costs, loss of service, expenses, contracts, agreements, suits, debts, and
compensation of any kind or character whatsoever, known or unknown, suspected or
unsuspected, foreseen or unforeseen, in contract or in tort, at law or in equity, that I may
have against them now or in the future related to the activity or event mentioned above.

The undersigned further declares and represents that no promise, inducement or
agreement not herein expressed has been made to the undersigned, and that this Release
contains the entire agreement between the parties hereto, and that the terms of this
Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Name: _____ Date: _____
Signature