

# APPLICATION FOR PERMIT TO USE COMMON AREA

Form 138 (Rev. 9-01)

Shopping Center  
Apple Blossom Mall, Winchester, VA

Instructions: Please TYPE or PRINT all information.

Name of Individual / Organization	Describe the nature of the activity
Street Address	
City, State, Zip	
Telephone No.	

DATE REQUESTED	TIME REQUESTED		NAME OF PERSON WHO WOULD BE IN CHARGE
	From: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	
	From: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	
	From: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	

If use of special decorations, signs, displays, or devices is requested, explain

### GENERAL RELEASE AND INDEMNITY

(Please read carefully)

Applicant agrees that if a Permit is issued pursuant to this Application, Applicant will defend, indemnify and hold Management, the Owner, each tenant of the Shopping Center, and the Merchants' Association or Promotional Fund harmless from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the Common Area of the Shopping Center or any part or facility thereof by the Applicant or his agents, members, partners, associates, contractors, servants and employees, and the undersigned does hereby release, discharge and acquit the Owners of the real estate, their lessees, the Mall Management Company (and all their shareholders, directors, employees, customers and invitees), Mall Tenants (and their owners, officers, directors, employees, customers and invitees) and the Mall Merchants' Association or Promotional Fund from any and all claims, demands, and actions for any loss, cost, expense, damage or injury either to the person or property of the Applicant and each member of the Applicant sustained by reason of any condition of said Common Area or the Mall Shopping Center, or due to any act of any employee or agent of the Merchants' Association or Promotional Fund, the Mall Tenants the fee Owner, its lessee, the Management Company or the act of any other person or entity whatsoever, all of which claims are hereby waived by Applicant for itself and each of its members.

### ACKNOWLEDGEMENT

(Please read carefully)

The undersigned hereby represents that he/she is the Applicant or an officer or other authorized agent of the Applicant named herein and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Rules and Regulations Governing Use of the Common Area of the Shopping Center (see reverse side) and recognizes and agrees by his/her signature hereto that the making of this Application, the issuance of any Permit based on this Application and the use authorized by such Permit are expressly conditional upon Applicant's acceptance and continuing observation of said Rules and Regulations.

Name of person completing application	Street Address (if different than above)	
Title (if any)	City, State, Zip	
Signature	Date	Phone No.

### PERMIT TO USE COMMON AREA

The Individual/Organization named above has permission to use the designated portion of the Common Area during the above stated hours date(s), subject to the Mall policies and to the Rules and Regulations stated on the reverse side hereof.

Please locate the exhibit, display, or equipment in the Mall Common Area as indicated on the attached map of the Mall.

Authorized Signature	Date
For: APPLE BLOSSOM MALL Larry Nelson, Mall Manager 1850 Apple Blossom Drive Winchester, VA 22601 540-665-0202	

## RULES AND REGULATIONS GOVERNING THE USE OF SHOPPING CENTER COMMON AREA

- A. The Management Company of the Shopping Center is pleased to permit non-commercial, promotional and community service activities to be conducted within the enclosed pedestrian arcade or on the parking lots of the Shopping Center (hereinafter called "Common Area") by interested persons and organizations approved by Management in its sole discretion (hereinafter called "Users"). To accommodate such Users in a manner and to an extent consonant with the primary purposes of the Shopping Center, the Management adopted the rules and regulations contained herein in order to facilitate such use of the "Common Area."
- B. The commercial activity of the Shopping Center and Mall, tenants, their owners, officers, directors, employees, customers and invitees are the primary activities of the Shopping Center. All other Users cannot conduct any other activity within the Shopping Center without having first obtained a permit for such activity from the Management. Such permit shall be granted only for use of that area designated as "Common Area."
- C. A User may apply for a permit to use the "Common Area" within the Shopping Center at the Mall office of the Marketing Director during the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday. Application shall be in the form set forth by the Management and subject to these rules and regulations and should be made no later than 30 days prior to the day requested by the User for use of the "Common Area".
- D. In making a determination as to whether a permit to use the "Common Area" within the Shopping Center shall be issued, Management shall evaluate the following: The nature of the activity; the dates, times and duration of the activity; the risk of injury to any person or properties; the risk of unreasonable interference with the aforementioned commercial activities of Shopping Center tenants and their owners, officers, directors, employees, customers and invitees. Management will consider applications on first-come, first-served basis.
- E. Each User shall agree to comply with the following conditions and rules:
1. The activity shall be confined to a specific use of the "Common Area" as set forth in detail on the Application and will be limited to date and times specified on such Application and confined to the "Common Area" as determined by Management.
  2. Users shall at all times during its use of the "Common Area" provide sufficient supervision and maintain adequate control of its members, guests or invitees. Management, in its sole discretion, shall determine if any User is not neatly dressed. Any User violating this paragraph shall be asked to leave the Shopping Center immediately.
  3. In the event there are any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on, Users shall be responsible for obtaining such licenses, authorization or permits. No unlawful activities shall be permitted in the use of the "Common Area" including but not limited to the use of alcoholic beverages or gambling.
  4. All Users using the "Common Area" assume liability for and shall indemnify and hold harmless the owners of the real estate, their lessees, the Management Company (and all their shareholders, directors, employees, customers and invitees), Shopping Center tenants (and their owners, officers, directors, employees, customers and invitees) and the Merchants' Association or Promotional Fund against and from any and all liabilities, obligations, losses, penalties, claims, action suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of any activity of the Users (including without limitation the activities of the User's members, officers, directors, employees, agents, contractors, servants within the Shopping Center). The Shopping Center tenants, the Merchants' Association or Promotional Fund, fee owner, its lessee, or the Management Company shall not be liable to any User using the "Common Area" or any other person on or about the enclosed Mall, the adjoining grounds and parking lot, by the User's consent, invitation or license, express or implied, for any loss, expense or damage, either to the person or property sustained by reason of any condition of said "Common Area" or the Shopping Center, or due to any act of any employee or agent of the Association or the Promotional Fund, the Shopping Center tenants, the fee owner, its lessees, the Management Company or the act of any other person whatsoever.
  5. If the application is for any activity which may reasonably be expected to cause public disorder or injury to any person or property or to require substantial cleaning, repairs, or restoration in order to return any area of the Shopping Center to the condition existing immediately prior to the commencement of the activity, the Management may, as a condition to granting a permit, require security for the performance of the Applicant's obligation as licensee under such permit and these rules and regulations. Such security shall be in a form satisfactory to the Management and may be a cash deposit, a bond, insurance policy, or other adequate assurance of the applicant's performance. Where such determination is made and insurance is required, such insurance shall be in the minimum of a commercial general liability policy having limit of \$2,000,000.00 per occurrence with a \$2,000,000.00 aggregate, naming Landlord, Property Manager, and Simon Property Group, Inc. as additional insured.
  6. Unless otherwise permitted by Management the User shall not vend or peddle, or solicit orders for sale or distribution of merchandise, devices, services, periodicals, books, pamphlets, tickets or other material whatsoever. User shall not exhibit any sign, plaque or banner, notice or any other written material in or around the Shopping Center without prior written approval by Management.
  7. The User shall not use any vehicle, motor, camera, lighting device or projector on the "Common Area" without prior approval of Management. The User shall not engage in any fighting or direct use of any physical force, abusive or obscene language or threats toward any other person or engage in any other form of unreasonable behavior such as the making of unreasonable noise or coarse or offensive utterance, gesture or display which causes or is likely to cause significant public inconvenience, annoyance or alarm. In addition, the User shall not permit the emission of noise or odors or use any device or paraphernalia, which may constitute a nuisance such as loudspeakers, sound amplifiers, radios, televisions or phonographs without prior written approval by Management. If use of vehicles is approved, evidence of auto liability in the amount of \$1,000,000.00 combined single limit must be provided.
  8. Any interested person or organization using the "Common Area" shall not engage in any conduct which might interfere with or impede the use of any other facilities of the Shopping Center by any customer, business invitee or employee, employer, or tenant or create a disturbance, attract attention or harass, annoy, disparage or be detrimental to any of the retail establishments of the Shopping Center. Management, in its sole discretion, shall determine whether such objectionable conduct has occurred.
  9. The "Common Area" shall be surrendered in the same condition as it was upon commencement of its use. All expenses incurred to maintain order and to keep the "Common Area" free from rubbish will be borne by the User.
  10. If the Management shall deem the use of the "Common Area" objectionable, at its sole discretion, it may, without any notice whatsoever, terminate the rights of the User to use the "Common Area." All such persons shall immediately remove themselves from the Shopping Center, the enclosed pedestrian arcade, and the adjoining grounds and parking lots.
  11. All users of the "Common Area" shall, prior to occupying the "Area" for use, notify the Marketing Director or the Manager of the Shopping Center at least 30 minutes before such use.
  12. The User shall not obstruct the free flow of pedestrian or vehicular traffic on walkways, sidewalks, stairways, escalators, roads, driveways, parking lots or any other area regularly used for such traffic within the Shopping Center.
  13. Notwithstanding anything herein to the contrary, management may in its sole discretion permit or not permit any person or organization to use the common area or require a User to leave the common area or forcibly remove a person and/or other material, all without any liability whatsoever for any damages, claims, losses, actions, suits arising from such removal.