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## GREENTREE VILLAGE COMMUNITY ASSOCIATION

### HOLD-HARMLESS AGREEMENT FOR IN-HOME DAYCARE BUSINESSES

(All daycare businesses must conform by signing this agreement to avoid a Violation Assessment)

**1. Purpose:** The purpose of this agreement between Greentree Village Community Association (GVCA) and in-home daycare providers is to ensure compatibility of the daycare business with existing GVCA covenants and to ensure GVCA is "held-harmless" from liability or damage incurred from these business operations.

**2.** Home daycare businesses are reminded of the following requirements:

a. It is the provider's responsibility to meet any and all State and/or County regulations or ordinances and to secure and maintain any required permits or licenses for day-care operations.

b. Daycare businesses which attract traffic and parking activity greater than "normal residential activity" are strongly discouraged. Vehicles illegally parked in fire lanes or reserved parking areas may be ticketed or towed in accordance with local regulations and GVCA Covenants or policies.

c. No sign or other advertising device of any nature shall be placed upon any lot except as provided within GVCA Covenants or policies.

d. In-home daycare providers are prohibited from using GVCA recreation property (playgrounds and tot lots) as a regularly planned recreational area for their daycare businesses.

e. Day-to-day operation and activity of the daycare facility remain subject to all of the provisions within the GVCA governing documents. In particular, compliance with Article X, Section 4 of the GVCA Covenants and the operation of the daycare facility (number of children, hours of operation, noise level, intrusion, if any on common area property, and the appearance and location of daycare equipment (swing sets, sandboxes, etc.) is fully within the authority of GVCA. In addition, any building, fence or structure constructed in conjunction with a daycare facility must comply with the provisions of Article VIII (Architectural Control).

**3. Agreement:** The below named daycare provider/business has reviewed this agreement, GVCA Covenants and policies and agrees to hold GVCA, GVCA Board of Directors, all GVCA property homeowners and their successors harmless from any criminal or civil liability or proceedings in a court of law in which damages resulting from bodily injury,

personal injury, property damage or any other alleged liability occurs as a result of in-home daycare operations.

\_\_\_\_\_  
Licensed Daycare Provider

\_\_\_\_\_  
Business

\_\_\_\_\_  
Date

**4. Acceptance by GVCA:**

\_\_\_\_\_  
GVCA Board Member

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved by the Board of Directors  
November 1994

*Al Decot*

\_\_\_\_\_  
Al Decot, President

Greentree Village Corporate Seal

Please sign and return form to:

President  
Greentree Village Community Association  
P.O. Box 2662  
Springfield, Virginia 22152-0662