



APPLICATION FOR PERMISSION TO ENGAGE IN ACTIVITY

Application to use the Shopping Center must be submitted to the Management Office no less than two (2) weeks prior to the date(s) desired. Applications will be reviewed in the order received, and subject to availability, activities will be scheduled on a first come, first served basis. If additional information is necessary, please attach the sheet(s) to this application.

Applicant (Organization): _____

Address: _____

Phone: _____ **Fax:** _____

The undersigned hereby represents that he/she the Applicant or an officer or other authorized agent of the Applicant named herein and that he/she is over 18 years of age. The undersigned further acknowledges on behalf of him/herself or its group or organization that it has received and has read a copy of the "Policy, Rules & Regulations Governing Use of the Shopping Center" and recognizes and agrees by his/her signature hereto that the making of this Application, the issuance of Permission based upon this Application and the use of the shopping Center as so authorized are expressly conditional upon Applicant's acceptance and continuing compliance with such rules and regulation, and that such rules and regulations are expressly incorporated by reference into any permit to applicant to access a portion of the Shopping Center.

Applicant Representative: _____
(Person Responsible for Running Activity) Print Name Signature

Address: _____

Home Phone: _____ **Work Phone:** _____

Date(s) Requested: _____ **Time:** _____

Time: Activity Must Be Manned During Mall Hours (Monday-Saturday 10am - 9pm & Sundays 11am - 6pm)

Description of Requested Activity: _____

Number of Persons Present at Any One Time: _____

List of Items Being Used for Activity (i.e. TV/VCR, Brochures, Props, etc.): _____

**NO Hand Written Signs or Helium Balloons*

Will Electricity be Required? (Please Circle) **Yes** **No**

USEOCTR 2005



POLICY, RULES & REGULATIONS

GOVERNING THE USE OF THE SHOPPING CENTER

Hampshire Mall is privately owned and has been developed to provide the general public with a modern, clean, comfortable and safe place in which to shop. The Shopping Center recognizes that from time to time various individuals and groups may desire to use the Shopping Center for activities which are deemed to be of community interest or in connection with a promotion or show. To accommodate such individuals and groups in a manner and to an extent consistent with the efficient and profitable operation of the primary commercial purposes of the Shopping Center, the following rules and regulations for the Shopping Center shall apply:

- The organization must be able to provide the requested Certificate of Liability Insurance listing Pyramid Mall of Hadley NEWCO, LLC as the "Certificate Holder" and sign an "Indemnity and Hold Harmless Agreement."
- The organization must be a bona fide non-profit/not for profit group in good standing in the community.
- The request for space must come from a member of the non-profit/not for profit group, not individuals who wish to present monies raised at Hampshire Mall to the non-profit/not for profit group.
- Activities endorsing a political party/candidate are not permitted, unless approved by mall management.
- Groups representing sensitive issues or causes where a presence on site would imply endorsement, alignment or affiliation with Hampshire Mall will not be considered. In the interest of business Hampshire Mall as an entity will present a neutral position to its visitors at all times.
- Organizations affiliated with controversial issues which might encourage disruptive behavior not conducive to the Shopping Center environment will be denied approval. An on-site presence of this type of group is not in the best interest of our shoppers or tenants.
- Organizations with causes that fall under "gray" areas not clearly defined above will be discussed by management on an individual basis.
- The center reserves the right to change the status of any group at any time on its own discretion.
- All information appearing on a group's application must be factual and accurate to the best of the applicant's knowledge. Hampshire Mall reserves the right to request additional information about a group, its programs and activities and the recipients of any monies raised on-site.
- All materials to be made available to the public by any group inside of Hampshire Mall must be approved in advance by mall management.
- There is no active solicitation allowed at any time by any group inside the premises in the parking areas (see rules #3 and #19).
- With the exception of the Christmas Holiday Season period all musical performances will be held only in conjunction with events.
- Hampshire Mall's "Exhibitor Rules & Regulations" will be strictly enforced. Any group who refuses to comply with them will be asked to leave.



EXHIBITOR RULES & REGULATIONS

Please Retain These Rules & Regulations For Your Records

Mall Hours: Monday – Saturday 10:00 AM – 9:00 PM and Sunday 11:00 AM – 6:00 PM

1. Under no circumstances, unless prior written approval from mall management is granted, are there to be any outside interests brought into the center that directly compete with the merchant/tenants of the shopping center.
2. Hampshire Mall has the right to cancel any agreement as specified in an individual contract. Hampshire Mall cannot guarantee any space. Space providing, Hampshire Mall may relocate an organization to another part of the mall. Location is at the discretion of management and is subject to change.
3. NO exhibitor is allowed to intercept shoppers in any way by calling to them or physically stopping them. Anyone disregarding this clause will be asked to leave the mall immediately. Distribution of leaflets is not permitted outside or inside the mall. Placing flyers on cars is strictly prohibited. Printed matter may not be distributed inside the mall ONLY from your booth or table. NO bumper stickers or self-adhesive type handouts will be permitted.
4. There is no charge to use the common area of the mall by non-profit/not for profit organizations.
5. Food and beverages are not permitted at tables/booths or stage area.
6. Management reserves the right to terminate this agreement if the exhibitor violates any terms of agreement or if display is unacceptable in the opinion of mall management staff.
7. A maximum of two tables, six to eight feet long, will be provided per event. No card tables are allowed. In most cases table linens will be provided by Hampshire Mall and tables should be appropriately skirted to the floor. No paper skirting is allowed. All packing cartons and excess literature must be either concealed or removed from the exhibit before opening of the mall. Storage of boxes and personal property behind the exhibit is not permitted. Use of lawn chairs is prohibited.
8. If in the common area of the mall, you must provide a heavy duty FLAT electrical cord from hook-up to lighting secured thoroughly with rubber or plastic floor cord cover. Lighting will be limited to 300 watts/display. No exposed cords will be allowed. Exhibitors wishing to use audio and or video equipment must have prior written approval from mall management and MUST keep the volume at a reasonable level.
9. In the case of display signs, all materials must be professionally printed and approved by mall management. Backdrops should be no higher than six feet, unless prior written approval is obtained from management.
10. If in the common area of the mall, displays must be operational during mall hours. Set-up and tear down must take place before opening hours or after closing hours. Nothing may be moved into or through the common are during mall hours. Access to the mall for set-up and tear down shall be through entrances designated by mall management.
11. Applicant assumes full responsibility for damage to merchandise and personal items and liability for person injury resulting from negligence and will release Pyramid Mall of Hadley NEWCO, LLC and Pyramid Management Group, LLC. from all claims, damages – persons or groups violating the rules will pay for any damages caused to or expenses incurred by the mall as a result of the violations. A security deposit may be required upon request.
12. Hampshire Mall assumes NO responsibility for property of exhibitor.

13. Each exhibit or display must be attended during the complete hours of the event. Center management is not responsible for vacant displays. Displays left in place after the conclusion of an event may be subject to a fee.
14. No display will block any doors, display windows, emergency or fire exits or fire hydrants.
15. No signs, posters, banners, etc. may be attached to any mall property or structure.
16. Displays are to be kept neat at all times. Leave your area as clean as the way you found it. Clean area of debris and remove trash daily.
17. Any balloons used for display or give-a-way purposes must be weighted down. Helium balloons are strictly forbidden.
18. Risk of injury – person entering upon the premises of the mall for purposes described in these rules do so at their sole risk. Neither the mall nor any of its owners, beneficiaries or agents shall have any liability for injury to such persons except liability arising from the willful misconduct of the mall's agents or employees.
19. All common area exhibits and events shall be set up so as to not impede the flow of visitor traffic. Persons affiliated with table, exhibit, display or event must remain in its immediate area. Traveling through the center with your materials is not allowed nor is leaving them on food court tables or benches.
20. All person engaged in any permitted activities shall adhere to any request and instructions given to them during the course of their activity by the management or their security personnel. Upon any violation of these rules and regulations, management personnel or security of the shopping center will instruct the offending person or persons to immediately leave the shopping center. Such person will properly and promptly comply with any such instruction. Failure of any such person to comply with the direction of management or security personnel shall subject them to immediate rejection and or lawful arrest by the police force having jurisdiction over the shopping center.
21. In the event management incurs any costs as a result of a violations(s) of these rules and regulations or its application by applicant, or the enforcement of any of same against applicant is deemed necessary by management the applicant shall be responsible and agrees to pay up on written demands, all such costs, including, but not limited to any attorney's fees.
22. These rules and regulations apply to any person connected or associated with applicant that accesses the shopping center pursuant to the license agreement.
23. These rules and regulations are intended to provide a uniform policy and set forth guidelines for activities within the shopping center. The owner reserves the right and sole discretion to modify and amend these rules from time to time, or in the alternative to refuse any request for exception to these rules and regulations or any special treatment requested by any person or group. Any such modification or amendment shall be effective upon notice to applicant.

I have read and understand the exhibitor rules and regulations and have explained them fully to all volunteers who will be involved in my organization's event, I understand that if the exhibitor rules and regulations are ignored by any party from my organization Hampshire Mall has the right to cancel my event.

SIGNATURE: _____

ORGANIZATION NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

EMAIL ADDRESS: _____



REPRESENTATION AND AGREEMENTS

The undersigned hereby represents that he/she is the Applicant, and officer or other authorized agent of the Applicant named herein and that he/she is over 18 years of age. The undersigned further acknowledges on behalf of him/herself or its group or organization that it has received and has read a copy of the Statement of Policy, Rules & Regulations Governing Use of the Shopping Center (rules and regulations) and recognizes and agrees by his/her signatures here to that the making of this Application, the issuance of any Permit based upon this Application and the use of the Shopping Center as so authorized are expressly conditional upon Applicant's acceptance and continuing compliance with such rules and regulations, and that such rules and regulations are expressly incorporated by reference into any Permit to applicant to access a portion of the Shopping Center.

The Undersigned declares that the factual information furnished by him/her in this Application is true, accurate and complete to the best of his/her knowledge and belief.

Applicant acknowledges and agrees that Shopping Center management reserves the right to request such additional information as may be necessary in its opinion to evaluate this application for access to Shopping Center.

If permission to access the Shopping Center is granted, applicant hereby acknowledges and agrees that in consideration for the right of access to Shopping Center as permitted by management, applicant covenants and agrees to comply with, perform and be bound by all provisions of the permits, rules and regulations and any attachments and exhibits thereto.

Date: ____/____/____

Applicant: _____

By: _____

(Name)



(Title)

Area Assigned: _____

Date(s) & Time(s) of Use: _____

Insurance Certificate Received: ____/____/____

By: _____

Approved by: _____

Dated: ____/____/____