

TEMPORARY RETAIL STORES

RULES AND REGULATIONS

1. Licensee accepts the space as is.
2. Licensee is responsible for all repairs and maintenance within the store.
3. Licensee is responsible to place all utilities in their name.
4. Licensee must not paint or remodel in any way, without prior approval from Richland Mall Management.
5. Prior to opening, Richland Mall Management will inspect the store to approve merchandise display. Management has the right to delay opening due to insufficient display or insufficient merchandise. A sketch must be submitted prior to work being done in the store.
6. Licensee must submit a sketch including dimensions and sign material to be used for signage. The Licensee is responsible for the expense of the sign. No signs, banners, placards, displays, devices, or decorations may be used unless specifically authorized in advance by Richland Mall Management.
7. Only those products indicated on the agreement and previously approved by Management may be sold.
8. Standard Richland Mall hours are 10:00am to 9:00pm Mondays through Saturdays, and 12:00pm to 6:00pm on Sundays. Hours will vary to accommodate seasonal demands. Any licensee who does not maintain these hours will be in violation of the License Agreement and will be subject to immediate termination of the license. In case of emergency, the management office must be notified.
9. The store must be fully stocked with merchandise at all times.
10. Licensee must obtain all necessary permits and licenses required by local, state and federal laws prior to the opening of business.
11. Licensee must adhere to all local fire codes and regulations.
12. All personnel must park in designated employee parking areas. Parking abuse will result in ticketing and, if necessary, towing the vehicle.
13. This is your place of business—Employees may not bring their children or pets in while working.
14. Tenant may not sell or display merchandise or allow portable signs, fixtures, or any other objects to be stored or to remain outside the defined exterior walls, permanent doorways of the premises, or in the hallways.
15. Licensee shall, during the entire term of the Agreement, keep in full force the following insurance:
    1. General Liability insurance with One Million dollars ($1,000,000) per occurrence, Two Million dollars ($2,000,000) in the aggregate.
    2. Property Damage Liability insurance with a limit of not less than Five Hundred Thousand dollars ($500,000) per accident or occurrence.
    3. Statutory Worker’s Compensation insurance to comply with applicable laws of the state in which the Business Center is located.
16. When submitting Certificates of Insurance for Richland Mall, the following is to be indicated as additional insured:

*Madison Marquette Retail Services LLC and Madison Marquette Retail Services Inc. and their respective trustees, directors, officers, partners, beneficiaries, stockholders, and all employees and agents.*

**Certificate holder name is*:***

*Richland Mall Management Office*

*2209 Richland Mall*

*Mansfield, OH 44906*

1. All signage must be pre-approved by Management. “Help Wanted” signs may be obtained from Management. No signs shall be attached to the store front. “Clearance” or “Going Out of Business” signs are not permitted.
2. Vending machines are not allowed in the retail selling area of the store.
3. Your return policy must be posted in the store as well as stated on the sales receipt.
4. Trash is to be disposed of in the appropriate receptacles located outside the service entrances. Cardboard boxes are to be flattened and disposed of in the cardboard bin. Under no circumstances are the common area trash receptacles to be used for trash disposal.
5. Rent is due and payable to ***CIII JPM06-CIBC16 Westfield Richland Mall*** on the first day of each month, by certified or business check. Mail directly to:

Richland Mall Management Office

2209 Richland Mall

Mansfield, OH 44906

A $100.00 late fee will be charged for rent, sales and percentage rent not received by the fifth day of the month due, accompanied with a late notice letter. Failing to comply will result in immediate termination of this License.

1. Helium balloons are not allowed.
2. Loading Zones will be kept open for deliveries whenever possible. Parking in driveways, fire lanes, and loading zones is strictly prohibited. Delivery vehicles must be completely unloaded at curbside and then moved out. Unattended parked vehicles in Loading Zones will be ticketed or towed at the expense of the tenant serviced by the vehicle.
3. Access and deliveries through the common area of Richland Mall or the main public entrances will only be permitted when it is physically impossible to make deliveries through the service corridor routes. Use of Mall entrances shall be permitted for those shops not serviced by a rear door. Permission for deliveries through the mall must be obtained from the Management Office.
4. All carts and dollies for moving material are required to have pneumatic tires. Rubber tires are permitted in service corridors only. METAL WHEELS ARE NOT ALLOWED.

VIOLATION OF ANY OF THE ABOVE NOTED RULES OF OPERATION WILL BE GROUNDS FOR A $50.00 FINE PER VIOLATION AND/OR IMMEDIATE TERMINATION OF THE TEMPORARY REVOCABLE LICENSE.VIOLATIONS ARE DUE 5 DAYS FROM RECEIPT. IF FIVE VIOLATIONS ARE GIVEN AND WE HAVE NOT RECEIVED PAYMENT IMMEDIATE TERMINATION OF THE TEMPORARY REVOCABLE LICENSE WILL ENSUE.

Revised 11.11.09

**RICHLAND MALL**

**AGREEMENT TO ACCEPT**

**RETAIL STORES**

**RULES & REGULATIONS**

We/ I the undersigned have read all of the above, received a copy of and agree to comply fully with all the rules and regulations set forth by Management, and that management reserves the right to cancel any reservation at any time without notice or cause of any kind. Anyone not complying with the exhibitor’s rules and regulations set by management will result in dismissal of exhibit’/s.

Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company of Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***PLEASE RETURN LAST PAGE ONLY ONCE SIGNED TO THE MALL OFFICE***