

UNIVERSITY MALL COMMUNITY SPACE

APPLICATION AND RULES & REGULATIONS

Print name: _____ Title: _____
Organization: _____
Date of event: _____
Tax exempt I.D. number: _____
Email address: _____ Phone: _____
of tables: _____ # of chairs: _____

University Mall is committed to supporting non-profit organizations in Chittenden County and the surrounding community. We have opened the mall to area non-profit organizations, inviting them to participate in a program to use an available store space on an assigned Saturday. To ensure that each participating organization has a positive experience at the mall and that any activities do not interfere with the shopping experience of our customers, University Mall has developed the following rules and regulations regarding the use of the Community Space. The policies outlined in this document must be clearly communicated and followed by any and all representatives from the organization that is participating in the Community Space program.

- The Community Space is used for the purpose of supporting the efforts of area non-profit organizations for fundraising and/or informational activities.
- **No solicitation of any kind is allowed outside of the footprint of the community space. Approaching University Mall customers and/or tenants is strictly forbidden.** For the purposes of attracting the public, University Mall encourages the creative use of signage, banners and displays in the window within the allocated space.
- To be eligible for use of the Community Space, all organizations must complete an application at least one week in advance of the date they are requesting to use the center. Information regarding the recipient(s) of any fundraising programs must be included in the application.
- University Mall requires that the Community Space be used only on Saturdays for a minimum duration of 10:00 am – 4:00 pm and a maximum duration of regular mall hours (9:30am-9:00pm).
- All non-profit organizations using the Community Space must provide a **tax exempt ID number** with this application to reserve the space.
- A **Certificate of Insurance** is required by any organization that uses the community space. **University Mall LLC and Finard Properties LLC must be listed as additional insured.**
- Space is reserved based on availability and at the sole discretion of Mall Management.
- No more than **five** representatives from each organization are allowed in the Community Space at one time.
- No organization may use the Community Space on consecutive Saturdays or more than once per month. Mall Management may make exceptions based on availability.

- On the Monday prior to the scheduled date of use, Mall Management will allow the participating organizations to decorate the display window located in the Community Space. Please call to arrange entry to the space.
- No handwritten signs are allowed. Additional computer generated or professionally made signs are acceptable, however must be in an appropriate sign holder and prior approval must be obtained from Mall Management.
- Organizations are responsible for collecting and handling all proceeds and must provide their own secured container for monetary collections.
- No sound equipment is allowed in the Community Space (i.e., speakers, microphones, radios, etc.) without the expressed permission of Mall Management.
- Food and/or beverage products may not be served or sold to the general public.
- University Mall is not responsible for any cash donations collected at the Community Space (i.e. from raffle sales, donations, etc.).
- University Mall is not responsible for any lost or stolen articles.
- If at anytime the group or organization using the Community Space is not adhering to the rules and regulations established by University Mall, Security and/or Mall Management has the right to terminate the agreement and request that the organization members leave the premises immediately.
- All items that belong to the group or organization must be taken with that group when finished. University Mall carries no responsibility for these items and does not store items or keep things that are left behind.
- No volunteer representatives under the age of 18 are allowed to sell raffle tickets or collect donations on behalf of any organization using the space without adult supervision.
- No vehicles or recreational vehicles may be brought in for display. Only photos or items of appropriate size may be displayed.
- University Mall shall offer the use of 8' folding tables, table skirting, and folding chairs.

I have read the above rules & regulations governing the use of the University Mall Community Space program and agree to conform to these said rules.

Authorized Signature,

Organization Representative: _____ Date: _____

Please mail or fax all completed forms to:

Mall Office, University Mall, 155 Dorset Street, South Burlington, VT 05403

(802) 863-1066 x11, (802) 863-5836 (Fax), or email: jpolli@finardproperties.com

APPLICATION FOR ACTIVITY
ASSUMPTION OF RISK; RELEASE; AND INDEMNIFICATION

1. Acknowledges that use of the Space is solely at the Applicant's own risk. Applicant assumes the risks of the Activity, the Space, and the Mall.

2. Releases and forever discharges University Mall, University Mall L.L.C., Finard Properties, LLC, Agent (hereinafter collectively called "UM"), and UM's affiliates, and their respective members, partners, shareholders, directors, officers, employees, agents and assigns; from any liability for loss, damage, or injury to persons or property, or for violation of governmental laws or regulations, arising out of or in connection with the Activity, or Applicant's use of the Space and the Mall.

3. Will defend, indemnify and hold harmless UM and UM's affiliates and their respective members, partners, shareholders, directors, officers, employees, agents and assigns, against any claim arising out of any accident or occurrence in or about the Space, or in connection with the Activity; including claims for loss, damage or injury to persons or property, and claims of violation of governmental laws or regulations, stemming from any act, omission, fault or negligence of Applicant, its members, volunteers, representatives, employees, agents, contractors or invitees; and including all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities relating to such claims.

4. Agrees to abide by all the rules and regulations as hereinafter amended or supplemented, established by UM applicable to the authorized use of the Space and/or the Mall; and agrees that Applicant's use of the Space may be cancelled at any time without prior notice or warning, disclaims any recourse in the event of such cancellation, and agrees to immediately vacate the space upon request.

5. Will obtain general liability insurance coverage with limits of \$1,000,000.00 for personal injury and \$500,000.00 for property damage; and will provide UM with proof of such insurance naming the following as additional insured: University Mall L.L.C. and Finard Properties L.L.C.

APPLICANT HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT THAT APPLICANT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY APPLICANT; AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS SET FORTH.

Signed this ____ day of _____, 20__.

Applicant (Group or Organization Name):

Authorized Signature: _____

Title: _____

Mall Management Signature:

_____ Title: _____

University Mall, 155 Dorset Street, South Burlington, VT 05403, 802-863-1066 (P), 863-5836 (F)