



CONCORD MALL

Conference Center Rental Agreement

THIS AGREEMENT made this _____, is intended to embody the terms and provisions under which Concord Mall Properties Ltd.–Triyar-Cannon Group and Concord Mall ("Owners"), with an address at 3701 South Main Street, Elkhart, Indiana 46517 will grant to _____ the ("Licensee") with an address of _____ a license to utilize and maintain (date specified below) the Concord Mall CONFERENCE CENTER which will be used solely for the use specified below.

With respect to your License, the following shall pertain:

1. Licensee:
2. Use:
3. Contact Person:
4. Contact Phone Number:
5. Term Date:
6. Hours:
7. Cleaning Deposit:
8. Rental Fee:

Payment and cleaning deposit are due upon reservation. There will be a \$30 fee for any checks that are returned non-sufficient funds.

Please make checks or money orders payable to: Concord Mall, 3701 South Main Street, Elkhart, Indiana 46517.

All reservations shall be paid in advance. No fees will be refunded without ten (10) days prior notice.

If written permission for merchandise sales has been approved by management (see item #3), a total of all sales and payment of 10% of all sales must be paid prior to departure.

CONTINGENCY:

This Rental Agreement is contingent upon the availability of the Concord Mall Conference Center. In the event, Concord Mall in its sole discretion opts to Lease the space to a long term tenant, this Rental Agreement will be null and void. In that event, all monies received by Concord Mall will be refunded to the Licensee; however, Concord Mall shall have no further obligation or liability to the Licensee.

Licensee/Promoter

Concord Mall Properties, Ltd.
By its Agent: Triyar-Cannon Group
Licensor/Marketing Director



CONCORD MALL

Conference Center General Policy

Effective January 1, 2016

RENTAL FEE AND PAYMENT

1. Concord Mall Conference Center:
Entire Day (9 am – 9 pm): \$170
4 hours: \$75
Additional hours: \$20/per hour
Cleaning deposit: \$50 (this can be a separate check so that it can be returned to you if room is left clean).

Payment and cleaning deposit are due upon reservation. There will be a \$30 fee for any checks that are returned non-sufficient funds. Please make checks or money orders payable to: Concord Mall, 3701 South Main Street, Elkhart, Indiana 46517.

2. All reservations shall be paid in advance. No fees will be refunded without ten (10) days prior notice.
3. The Concord Mall Conference Center cannot be utilized as a retail location. Written permission must be obtained from the Concord Mall Management Office before selling any merchandise in the Concord Mall Conference Center. Acceptable merchandise may be those items pertaining to the organization itself (t-shirts with organization logo, current fundraising effort, etc.); however, no merchandise can be sold that competes with any retailer in Concord Mall. If approved, the merchandise must be sold within the Concord Mall Conference Center only and cannot be sold or peddled outside of the Concord Mall Conference Center. Concord Mall reserves the right to request the group to refrain from selling any merchandise that has not been approved. There can be NO selling of organization's merchandise by approaching or "hawking" customers and/or tenants in Concord Mall.

HOURS FOR USE

The hours for use of the Concord Mall Conference Center is as follows:

Monday – Saturday: 9 am – 9 pm
Sunday: 9 am -- 6 pm

The Concord Mall Conference Center is not available on the following Holidays: New Years Eve, New Years Day, Easter, Thanksgiving, Christmas Eve or Christmas Day. Times of availability may be subject to change due to special mall hours.

EQUIPMENT

1. **Tables, Chairs and Misc Equipment**
There are 6 round tables, tables and chairs available for use inside the Concord Mall Conference Center.

Any other equipment needed must be provided by the organization. Concord Mall tables and chairs are not to be removed from the room under ANY circumstances. Concord Mall does not provide a sound system.
2. **All equipment set-up and teardown labor must be furnished by the Licensee, including any dollies or carts for bringing in other equipment or materials. Dollies must have rubber wheels. Concord Mall has a standard set up in the room. All un-used tables and chairs are to be stored in the storage room. It is mandatory that you return equipment to the standard set up, or forfeit your cleaning deposit.**
3. The Licensee is responsible for damage to any part of the Concord Mall Conference Center; the Shopping Center and its provided amenities. Any damages beyond the deposit will be billed at the cost of repair or replacement plus 15% administrative fee.
4. **Concord Mall Public Safety will be responsible for opening and closing the Concord Mall Conference Center and adjusting temperature as needed.**
5. The Concord Mall marquee is available for advertisement for any organization or business licensing the Concord Mall Conference Center. This usage is available at Mall Management's sole discretion only. The fee for the advertisement is \$25.00 a week per screen with a maximum of two (2) screens.
6. At your request with Mall Management's approval, we can list your event on our Events page on the Concord Mall website, ShopConcordMall.com.

Concord Mall Conference Center

Rules & Regulations

RULES

1. Concord Mall reserves the exclusive right to refuse any person/organization the use of the Concord Mall Conference Center.
2. Concord Mall reserves the right to make amendments to its Concord Mall Conference Center policies, procedures, fees and guidelines at any time at its sole discretion.
3. **Reservations will not be considered valid until a signed Concord Mall Conference Center Agreement and the full rental payment is received.** There will not be any deviations from this requirement.
4. Concord Mall shall not be liable for any losses, theft, damage or injury to any person, invitees or to any property belonging to or associated with the Licensee using the Concord Mall Conference Center due to any cause whatsoever. In addition, a Certificate of Insurance must be provided or a Release and Indemnification of All Claims must be signed by a financially responsible party (see Page 3).
5. Licensee shall comply with all laws, orders and regulations of federal, state, county or municipal authorities.
6. **No individual shall utilize any access to the secured area entry except in the event of emergency egress.**
7. There shall be **NO SERVING OF ALCOHOLIC BEVERAGES OR GAMBLING**. Cooking facilities are not provided.
8. After Concord Mall Conference Center use, **all trash must be bagged by the Licensee**. Facility must be surrendered in same broom clean condition or Licensee will surrender the cleaning deposit. (Keep in mind if you use any type of decorative confetti, you will need to clean it up as well.) Any other cleaning supplies and labor will need to be supplied by the Licensee.
9. **Tickets for admittance to individuals, special groups or the general public can only be sold inside of the Concord Mall Conference Center to its visitors. There can be absolutely NO selling of tickets by approaching customers, tenants or the Customer Service Center in Concord Mall. Tickets may not be sold for prize drawings or raffles. We urge that ticket selling and all advertising be conducted prior to the event.**
10. Posting signs, if any, outside the Concord Conference Center may only be done with Mall Management's approval. Hand written signs visible from the concourse will not be approved.
11. Decorations are allowed; absolutely nothing may be attached to the walls, ceilings, or any fixtures that could leave holes or otherwise damage any finishes. Licensee will be billed at repair/replacement cost plus 15% administrative fee for any damage to the Concord Mall Conference Center walls and/or fixtures.
12. Loading and unloading of any equipment, supplies, etc. shall be made through the back service door of the Concord Mall Conference Center. Dollies, carts, etc. cannot be moved through the mall concourses during the mall's operating hours. Concord Mall does not provide dollies, flatbeds or manpower for Concord Mall Conference Center set-up and/or teardown. Please advise Mall Management or the Customer Service Center in the event rear access is insufficient to accommodate large items.

FIRE REGULATIONS

The following fire regulations must be adhered to:

- Maximum occupancy of the Concord Mall Conference Center is 50.
- No octopus wiring allowed. If extension cords are used, they must be 14-gauge wire. Standard 110-volt household current is available.
- A three-foot clearance is required at all times around all electrical panel boxes.
- The fire exits are not to be obstructed or blocked at any time during occupancy. This includes the main door of the Concord Mall Conference Center.
- Licensee shall not have any flammable or combustible liquids of any type on Concord Mall premises. Dangerous accumulations of rubbish, waste paper, boxes or other highly combustible materials must be removed from the Concord Mall Conference Center immediately. Hazardous materials are also prohibited.
- Concord Mall is a smoke free property.

In the event any one or a number of rules and policies established by Concord Mall for the Concord Mall Conference Center are not complied with, the Mall reserves the right to remove Licensee from the property without a refund and refuse future use of the Concord Mall Conference Center.



CONCORD MALL

1. INSURANCE REQUIREMENTS

- a) A Certificate of Insurance in the amount of two million dollars (\$2,000,000).
- b) Additional Insured should read as follows: **Concord Mall Properties Ltd.
Triyar-Cannon Group**
- c) Certificate holder: Concord Mall
3701 South Main Street
Elkhart, IN 46517
Ph: 574-875-6502 Fax: 574-875-6640

OR

2. RELEASE AND INDEMNIFICATION OF ALL CLAIMS

The undersigned, as a financially responsible individual or representative, agrees, (Name and Address of Person(s) involved _____) and its employees, subcontractors, agents and invitee(s) (if any) hereby releases, holds harmless, and indemnifies Triyar Cannon Group, Concord Mall Properties, LTD a Texas Limited Partnership, the owner of the mall and its tenants, occupants, and other licensees, its successors and assigns, and its agents, servants, officers, employees and invitees, from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind whatsoever, in any way relating to or arising out of my/my organization's activities upon Concord Mall property.

Signature of financially responsible representative:

_____ **Print**

_____ **Sign**

Date of Event: _____