COMMUNITY PERFORMANCE AGREEMENT

(Manager/Agent or Solo Artist)

THIS COMMUNITY PERFORMANCE AGREEMENT (this "Agreement") is entered into as of the **____** day of **_____, 201__** (the "Effective Date"), by and between _____, a _____ ("Artist") and **The Shops at Wiregrass**, a **Wiregrass SPE, LLC** ("Owner").

RECITALS:

A. Owner is the owner of certain real property consisting of the space located at **28211 Paseo Drive, Wesley Chapel, FL 33543** and commonly known as **The Shops at Wiregrass** (the "Shopping Center").

B. It is the intention of the parties hereto that Artist perform the Performance (as defined below) at the Venue, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Artist and Owner agree as follows:

Section 1. Scope of Performance; Contract Documents; Term.

(a) Artist agrees to perform the live act (the "Performance") described in the proposal attached hereto as Schedule A ("Artist's Proposal"), as an independent contractor, and not as an employee of Owner. Artist's affiliates, officers, directors, shareholders, owners, agents, independent contractors, and employees will not be the affiliates, agents, independent contractors, or employees of Owner. Artist acknowledges and agrees that it is not subject to the direction and control of Owner as to the means and methods of performing the Performance hereunder, provided, however, that Artist is obligated to comply with all of the terms and conditions set forth herein.

(b) Owner will not withhold from its payments to Artist any amounts for social security or federal, state, or local income taxes. Artist acknowledges that it is solely responsible for the payment of all federal, state, and local taxes that may be due and payable as a result of its receipt of the Contract Price (as defined below). Artist acknowledges that neither Artist nor Artist's affiliates, agents, independent contractors, or employees will be covered by or eligible for any employee benefits provided by Owner to its employees, and will not be covered by Owner's workers' and unemployment compensation coverage.

(c) The term of this Agreement (the "Term") shall be for the period set forth in the Artist's Proposal.

(d) Unless otherwise stated in this Agreement, any work or Performance provided by the Artist in connection with the Performance prior to the Effective Date: (i) form part of the Performance; (ii) are warranted by the Artist to comply with this Agreement; and (iii) will not give rise to any claim by the Artist other than in accordance with this Agreement.

Section 2. Contract Price and Payment Terms. Owner agrees to pay Artist for the satisfactory performance of this Agreement, the fees set forth in the Artist's Proposal (the "Contract Price"), subject to the terms set forth on the Artist's Proposal.

Section 3. Default and Termination. Should Artist at any time breach any of the covenants, conditions, or other terms of this Agreement, then Owner shall, after giving Artist notice of default have the right to exercise any one or more of the following remedies:

(i) Remedy the default by whatever means Owner may deem necessary or appropriate;

(ii) Terminate this Agreement, with or without out cause, without thereby waiving or releasing any rights or remedies against Artist; and

(iii) Recover from Artist all losses, damages, liabilities, judgments, penalties and fines, whether actual or liquidated, direct or consequential, and all other costs and expenses (including attorneys' fees) suffered or incurred by Owner by reason of or as a result of Artist's default (without limiting Owner's right to indemnification under Section 4 below).

Section 4. Indemnification.

(a) All work covered by this Agreement shall be at the sole risk of Artist. Artist hereby indemnifies and agrees to defend and hold harmless Owner, and its partners, managers, directors, officers, employees, agents, tenants, business invitees, invitees, successor and assigns ("Indemnitees") from and against any and all claims, losses, damages, liabilities, judgments or demands of any kind arising or allegedly arising, directly or indirectly, from the Venue, or related to injuries or death of persons (Artist's employees included), arising out of, directly or indirectly, or in any way related to or connected with the performance of work under this Agreement, including Owner's negligence, excepting only those claims, losses, damages, liabilities, judgments or demands resulting from the sole gross negligence or sole willful misconduct of Owner. Artist agrees to reimburse the Indemnitees for all costs and expenses (including attorneys' fees) incurred in any matter covered by this Section 4 and, if requested by Owner, will defend, at the sole cost and expense of Artist, any claim or suit using legal representative reasonably acceptable to Owner.

(b) In any and all claims against Indemnitees by any employee of Artist, any consultant of Artist, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Section 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Artist or any consultant of Artist under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(c) Nothing contained in this Section 4 shall constitute, or be deemed or construed to constitute, a modification, alteration or limitation of Artist's liability and responsibility, it being understood and agreed by Artist that such liability and responsibility shall be in addition to Artist's obligations under this Section 4.

(d) If Artist fails to observe the rules and regulations of any municipal authority applicable to the Performance or if Artist causes Owner to default in the performance or observance of any obligation or agreement to or with any municipal authority, Artist hereby indemnifies and agrees to defend and hold harmless the Indemnitees from and against any liability, cost or expense resulting therefrom as provided in this Section 5.

(e) The provisions of this Section 4 shall survive the expiration or earlier termination of this Agreement.

Section 5. Compliance. Artist shall, at its sole cost and expense, comply and ensure the Performance comply with all agreements and policies of the Owner which are disclosed to the Artist. Neither Artist (nor any Member, if applicable) shall engage in any act of moral turpitude or make any statement or commit any act during the Performance (or while at the Venue) that disparages or insults any group of the community on the basis of ethnicity, religion, race, national origin, gender or sexual orientation.

Section 6. Representations and Warranties. Artist represents and warrants that:

(a) Artist has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations in this Agreement;

(b) Artist entering into this Agreement with Owner and Artist's performance of the Performance do not and will not conflict with or result in any breach or default under any other agreement to which Artist is subject;

(c) Artist has the required skill, experience and qualifications to perform the Performance, Artist shall perform the Performance in a professional manner in accordance with the terms of this Agreement and with generally recognized industry standards for similar Performance;

(d) Artist is familiar with the nature and extent of this Agreement, the Performance to be performed under this Agreement and any conditions that may affect Artist's performance under this Agreement;

(e) All materials and other things used, consumed or provided in connection with the Performance conform to the Owner's requirements for the Performance, are fit for their purpose (including utility, performance and appearance), and are of good and suitable quality;

(f) Nothing in the Performance, to Artist's knowledge, will infringe the intellectual property rights of any third party;

(g) Artist has satisfied itself as to all risks associated with the provision of the Performance (without reliance upon information provided by or on behalf of the Owner); and

The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

Section 7. Confidentiality. Each party agrees to preserve the confidentiality of all of the terms of this Agreement, including all financial terms, and any information it has received from the other party in the performance of this Agreement unless such information is otherwise publicly available through no fault of the party receiving the information from the other party. If a party is required by order of a government agency or court of competent jurisdiction to disclose information it has received from the other party, the party receiving such order shall promptly notify the other party of the receipt of the notice so that the said party may object or seek a protective order limiting the disclosure of such confidential information. This Section 7 shall survive the expiration or earlier termination of this Agreement.

Section 8. Duties of Owner and Owner's Agent. No general or limited partner, officer, director, principal employee, agent, affiliate or shareholder of Owner shall be personally liable for the performance of Owner's obligations under this Agreement. The liability of Owner for Owner's obligation under this Agreement shall be limited to Owner's interest in the Venue, and Artist shall not look to any of Owner's other assets for enforcement or satisfaction of any such obligation, nor shall Artist

seek recourse for such enforcement or satisfaction against any general or limited partner, officer, director, principal, employee, agent, affiliate or shareholder of Owner.

Section 9. Performance Area. Artist represents and warrants that neither Artist nor any of Artist's musicians, technicians, and so-called roadies (collectively, "Artist's Entourage") shall: conduct Artist's and/or their performance in any area other than the stage provided by Owner; or, deliberately encourage, either orally or by the hand or body movements, members of the audience to leave their seating areas. In the event of any breach of the warranties set forth in this paragraph by Artist or any member of Artist's Entourage, Owner shall be entitled to withhold, as liquidated damages, any additional sums to be paid to Artist for such engagement pursuant to this Agreement. The withholding of such liquidated damages shall not impair or otherwise diminish the rights of Owner to recover any additional damages sustained or otherwise restrict any other legal or equitable remedy available to it arising out of any breach of the foregoing warranties by Artist or any member of Artist's Entourage. Artist warrants and represents that Artist and all members of Artist's Entourage will conduct themselves in such a manner as to avoid injury to third parties in connection with any activities related to this Agreement. Artist indemnifies Owner from and against any and all claims of third parties resulting from the negligent acts or omissions of Artist and Artist's Entourage, including the reasonable costs and attorneys' fees incurred in defending against such claims.

Section 10. Venue. Artist acknowledges that Owner's personnel shall have sole control over the operation of the Venue and any of the operating personnel, including but not limited to ushers and security personnel, as Owner deems necessary. Artist acknowledges that Owner shall be responsible for controlling entrances to, exits from, and passages within the Venue, including doors and corridors into, through and out of the Venue, and may direct members of the audience to and from their seating. Artist shall not give directions to any of Owner's personnel at the Venue.

Section 11. Merchandising. Artist agrees not to sell any merchandise, including, but not limited to: CDs, records, mp3 recordings or other musical recording formats, hats, t-shirts, pins, wearing apparel, posters, stickers, programs, souvenir booklets, or other soft goods (the "Merchandise") without the Owner's prior written permission. Owner must first inspect the merchandise before permission will be granted. ~~OPTIONAL: Should Owner consent to Artist selling any Merchandise within the Venue before, during or after the Performance (collectively, "Merchandise Sales"), then Owner shall be entitled to ten percent (10%) of Artist's gross revenue derived from Merchandise Sales, which commission shall be remitted to Owner prior to Artist leaving the Venue.~~

Section 12. Marketing. Artist acknowledges that Owner and/or third parties designated by Owner may be promoted as having been sponsored by one or more individuals or entities as set forth in the Artist's Proposal (the "Sponsors"). By way of example, and not limitation, such promotional activity may include, in addition to the use of Artist's name, likeness and biographical material, the presence at the engagement, including on stage during Artist's performance, of signage identifying Sponsors, their productions and/or their sponsorship, announcements by an emcee at the engagement at which Artist shall perform, and point-of-sale and other distribution of Sponsor-identified merchandise at the engagement site. Artist warrants that neither Artist nor any member of Artist's Entourage shall say anything that would derogate Owner, the Venue, Sponsors or any of Sponsors' products. Artist warrants that neither Artist nor any member of Artist's Entourage will appear at the Venue, including on stage, with any signage, display or other form of promotion or advertising for, and will make no mention or references to, any product other than for or by Owner. Additionally, Artist will not, without prior written approval of Owner, promote or advertise any entity or products other than Owner or Sponsor, at or in connection with the Performance.

Section 13. Recording and Photography. Artist shall not record, broadcast or otherwise reproduce Artist's performance at or in connection with the engagement, without the advance, written permission of Owner. Owner shall be entitled to cybercast, photograph, record, tape, film and/or otherwise reproduce any part of the Artist's performance for promotional purposes and for digital archiving purposes. As such, Artist hereby consents to the use of Artist's name, likeness, and voice in connection with Owner's publicity, digital archives and/or promotions (as well as in connection with any marketing or sponsorship activities discussed in Section 12 above). Artist expressly releases Owner, Owner's agents, employees, independent Artists and/or other representatives from and against any and all claims which Artist has or may have for invasion of privacy/publicity, defamation or any other cause of action arising out of Owner's use of Artist's name, likeness, and voice for these purposes. Artist's name and likeness is granted for promotion of the event via print, broadcast or internet.

Section 14. Assignment. Artist shall not assign this Agreement, or any monies due or to become due hereunder, or contract any of the Performance, without the prior written consent of Owner, which consent may be granted or withheld in Owner's sole discretion. Any such assignment without Owner's prior written consent shall be void and of no effect and shall vest no right or right of action in assignee against Owner. If the Artist subcontracts or assigns any Performance under this Agreement, with Owner's prior written consent, the Artist: (a) remains fully responsible for all Performance and obligations under this Agreement; and (b) will be responsible and liable to the Owner for acts or omissions of its subcontractors' and their employees and agents (as if they were acts or omissions of the Artist), including where any subcontractor is nominated or consented to by Owner.

Section 15. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the state where the Venue is located, without regard to conflicts of laws principles.

(b) Entire Agreement; Amendments. This Agreement, including the documents incorporated herein by reference (collectively referred to as the "Contract Documents"), embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof. The Contract Documents may not be changed in any way except by a writing signed by a duly authorized officer or agent of each party. No waiver or consent hereunder shall be effective unless it shall be in writing and signed by all the parties with the right to give or grant such waiver or consent, and the giving of such waiver or consent by such party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

(c) Conflicts or Ambiguities. The provisions of this Agreement and the Contract Documents are intended to supplement and complement each other. If a provision of any Contract Document other than the Agreement conflicts with the Agreement, or creates an ambiguity when read together with the Agreement, then the Agreement shall govern and control. If the Contract Documents are ambiguous about the scope or details of Artist's obligations to Owner, the interpretation placing the greater obligation on Artist shall govern and control.

(d) Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Ambiguities in this Agreement shall not be construed against the party drafting this Agreement, notwithstanding any contrary rule of construction or interpretation at law or in equity.

(e) Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable

to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those which are determined to be invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent not prohibited by law.

(f) **No Partnership; No Third-Party Beneficiaries**. Nothing contained in this Agreement shall be construed to create an association, partnership, joint venture or agency relationship between the parties or their successors in interest. Artist has no authority (and shall not hold itself out as having authority) to bind the Owner and Artist shall not make any agreements or representations on Owner's behalf without Owner's prior written consent. The parties hereto do not intend by any provision hereof to create any third-party beneficiaries, nor to confer any benefit upon or enforceable right hereunder or otherwise upon anyone other than the parties hereto, and Artist acknowledges and agrees that it is an independent Artist of Owner.

(g) **Counterparts; Electronic Delivery**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement may be executed and circulated via electronic mail and the electronic delivery of such signature of any party shall be considered valid, binding and effective for all purposes.

(h) **Proper Execution**. The submission of this Agreement for execution by either party in unsigned form shall be deemed to be a submission solely for consideration of the other party and shall not constitute an offer capable of acceptance. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights or impose any obligations upon either party irrespective of any reliance thereon, change of position or partial performance. The actual execution and delivery of this Agreement by one party shall similarly have no binding force and effect unless and until both parties shall have executed this Agreement and a counterpart thereof shall have been delivered to both parties. The manager or agent signing below on behalf of the Artist covenants and represents that (s)he has the authority to bind the Artist to this Agreement.

(i) **Patriot Act.** Artist hereby represents, covenants and warrants to Owner that: (i) Artist (which, for the purpose of this certification, includes its partners, members, principal shareholders, except for those who are members of the public who hold Artist's stock), to the best of its knowledge, is not in violation of any laws, executive orders or regulations relating to terrorism or money laundering, including Executive Order No. 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 (the "Executive Order"), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) of 2001 (Public Law 107 56) (the "Patriot Act"), enacted October 26, 2001, as amended, and Artist has not been designated as a "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to the Executive Order, the Patriot Act, or any other law, order, rule, or regulation; (ii) Artist is currently in compliance with and will at all times during the Agreement remain in compliance with the Executive Order, the Patriot Act, and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury, and any statute, executive order and other governmental action relating thereto; and (iii) Artist is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity, or nation.

(j) The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment

of the right to insist upon strict performance of the same condition, promise, agreement, or understanding at a future time.

[This space intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

OWNER:

Authorized Signature: _____

Print Name: _____

Print Title: _____

ARTIST:

Authorized Signature _____

Print Name: _____

Print Title: _____

SCHEDULE A

Artist's Proposal

Section 1. Term of Agreement. Artist agrees to conduct the Performance on _____ __, 2018 at _____ **(To be completed by The Shops at Wiregrass Management Office on confirmation of date and time)** in the time zone in which the Shopping Center is located (the "Performance Date"), and shall end at **8:50pm** in the time zone in which the Shopping Center is located on the Performance Date. The engagement shall commence on the Effective Date of the Agreement, and shall end on the date which is one (1) day after the Performance Date (the "Term").

Section 2. Fees; Responsibility of Parties. N/A

(a) Owner agrees to pay Artist for the satisfactory performance of this Agreement **N/A** (the "Contract Price").

(b) Artist must, except to the extent expressly provided for in the Agreement, pay all fees, taxes, duties, levies, charges and other amounts relating to the provision of the Performance.

Section 3. Reimbursable Expenses. N/A The Artist may only claim from the Owner reimbursement for any expenses reasonably incurred by the Artist directly in the provision of the Performance (without allowance for any profit or overhead) if:

(a) The Owner has expressly agreed to do so prior to the expenses being incurred;

(b) The expense is not otherwise included in the Performance Fee; and

(c) The Artist produces to the Owner receipted invoices for those expenses.

Notwithstanding any other provision of the Agreement, the Owner will not reimburse the Artist to the extent the Artist is entitled to any discount, refund, credit, reimbursement or other allowance in relation to the expense.

Section 4. Scope of Performance. Artist agrees to perform the following (collectively, the "Performance"): **See Schedule B.**

Section 5. Sponsors. Artist acknowledges Owner and/or third parties designated by Owner may be promoted as having been sponsored by the following individuals or entities (collectively, the "Sponsors")I: **N/A**

Section 6. Capitalized Terms. All capitalized terms set forth herein shall have the meanings ascribed to such terms in the Agreement unless otherwise defined herein.

SCHEDULE B

SCOPE OF PERFORMANCE

Locations of Licensed Activities

KEY

Designated loading and unloading location (15 minute limit)

Guest Services (Check In/Out)

SCHEDULE B CONTINUED

Rules, Policies, & Procedures

PURPOSE OF ACTIVITIES:

- The Shops at Wiregrass Holiday Performance is for use of non-profit organizations "Applicant" looking to perform for their organization during the Holiday Season.

RULES:

- Applicant must complete and submit entire Application and Check List items on time to be considered.
- Applicant must arrive one (1) hour prior to performance for setup and check-in. Applicant must check-in and check-out at The Shops at Wiregrass Guest Services Booth, located in Center Court.
- Applicant must be willing to perform at 6:15p, 7:15p, and 8:15p and have performances no longer than thirty-five (35) minutes in length.
- Applicant must remove all props obstructing view of the Symphony In Light show no later than 5:50p, 6:50p, and 7:50p and 8:50p
- Applicant must stay within approved area for Community Performance Area (see Exhibit A).
- Applicants may not have any supplies/ equipment/ baggage visible to the public at any time. All said items must be removed from the performance area including behind the tree and stored by organization in a vehicle (includes: backpacks, food boxes, props and any other item obstructing sidewalks.)
- There will be no costume changes permitted on property.
- Applicant must abide by cancelation policies (see Cancelation Policies).
- The Shops at Wiregrass will provide a 12' (deep) x 16' (wide) stage, one set of stairs, as well as access to electrical power.
- All cords and electrical equipment must be **no more than 12"** from the stage.
- All equipment must be secured and all cords must be taped to the ground and not exposed.
- Applicant must provide at their own cost, props, music, sound system, table, lighting, chairs, equipment, tools, etc.
- Applicant must provide their own labor (mall staff are not permitted to assist Applicant with setup or supplies).
- Applicant may operate, play or perform musical instrument or amplified sound at a level approved by The Shops at Wiregrass. Applicant may use approved lights or speakers.
- All soundboards must be kept within one foot of stage area, unless previously indicated by The Shops at Wiregrass.
- During performance, Applicant will be advised if the sound level is not suitable, if Applicant does not comply with The Shops at Wiregrass Staff, other performance dates requested / approved may be revoked
- Applicant may sell approved merchandise directly relating to their performance. The Shops at Wiregrass reserves the rights to remove merchandise that has not been approved.
- Applicant shall not collect donations of any kind, including tip jars.
- Applicant shall not yell, hawk or disturb guests, and must stay within an arms-length of the Performance Area.
- Applicant must seek prior approval for the nature of performance as well as the individuals involved.
- Applicants may use posters, placards and signs – these materials shall not exceed 24" x 28", these materials must also be printed and included in the Application. Any materials used by the Applicant shall not interfere commercial purpose of The Shops at Wiregrass or its tenants, or contain or depict "fighting words", obscenities, pornography, grisly or gruesome displays, highly inflammatory slogans likely to provoke a disturbance, or racial, religious or ethnic slurs. The Shops at Wiregrass must approve all materials submitted with Application.
- The Shops at Wiregrass reserves the rights to remove any materials not previously submitted and approved with Application for use.
- Applicant may not affix, attach, or mount any materials on The Shops at Wiregrass property (including furnishing).
- Applicant shall not use physical force, obscene language or gestures, physically or verbally threaten any person, engage in fighting or raucous activity, or create any disturbance which is disruptive to The Shops at Wiregrass commercial function.
- Applicant shall make no express or implied representations that the owner or manager of The Shops at Wiregrass, or any department store or tenant within The Shops at Wiregrass, sponsors or supports a view, belief or statement or literature being disseminated or exhibited by Applicant. The Shops at Wiregrass reserves the right to place a sign on the Applicant's table or in Applicant's Approved Area stating The Shops at Wiregrass' non-affiliation with Applicant's Activity.
- The Shops at Wiregrass Management reserves the right to take any appropriate action, including without limitation, necessary legal action, to ensure compliance with these Rules.
- Neither these Rules nor any approved application shall be deemed or construed as creating a proprietary relationship of landlord and tenant or fiduciary relationship or joint venture between The Shops at Wiregrass and Applicant.
- Vehicle parking in lots C & H only.
- Load/Unload from Piazza Ave (traffic circle) or center court parking with a 15 minute max.
- Applicant must abide by The Shops at Wiregrass dress code.

EXHIBIT B CONTINUED

- To retain the ability to adapt to new or changing circumstances, The Shops at Wiregrass reserves the continuing right, without necessity of advance notice or hearing, to alter, amend, notify, change or terminate these Rules, or any of them, and/or to make new or different rules. When any application activity is or will be affected by any change in these Rules, the Applicant will promptly be notified of such changes and be given a copy of any new or modified Rule(s).
- Stage limit: 20 people max on stage for a dance group/ 30 people max for choirs.
- In the event of bad weather the Management Office will determine if the group is permitted a "make up" date (see cancelation policy for details).
- Applicants may request up to two (2) performance dates during the Holiday Season. The Shops at Wiregrass reserves the right to determine the number of performances permitted.

Performances by Organizations (Content, Timing, Schedule Rules)

Organizations must perform during the given times approved by Mall Management

- Organizations must stay within the approved area (Center Court stage)
- **Organizations may not:**
  - Hawk guests, collect donations, gifts, raise funds, accept tips
  - Switch dates with other performers
- Organizations performing holiday music, must be considerate of other guest's religious views
  - The Community Performance Program was developed for musical / theatrical expressions – there should be at no time, preaching, campaigning, non-expressive activities taking place
  - If complaints are made, the Organization will be advised by Mall Management to revise the content of said performance
  - If performance content is not revised for the second performance, the Organization will be removed from any remaining scheduled dates and not permitted access to The Shops at Wiregrass for Community purposes for a minimum of six (6) months
- Organizations must also be considerate that the Symphony In Lights tree lighting occurs on the hour, every hour at 6:00p, 7:00p, 8:00p and 9:00p. Organizations may take the stage after the completion of each light show
  - Each Light Show lasts approximately twelve (12) to fifteen (15) minutes
  - Organizations may use the subsequent time for set up and performance for total stage access of approximately thirty five (35) minutes. Applicant must perform at all three (3) timeslots listed below.
    - **Time Slot #1:** 6:15p – 6:50p
    - **Time Slot #2:** 7:15p – 7:50p
    - **Time Slot #3:** 8:15p – 8:50p
  - Organizations may not have materials on stage obstructing guests' view during the Light Shows
    - Organizations must clear the stage by 5:50p, 6:50p, 7:50p, and 8:50p so that the entire tree is visible to all guests
  - Organizations may not perform after 8:50p
- **Noise Level**
  - Organizations must be considerate of mall tenants and Santa's Village
  - Volume should not interfere with normal business operations
  - Organizations will be given one warning regarding noise levels and expected to readjust volume
  - If the Organization continues to create excessive noise, the Organization will be removed from any remaining scheduled dates and not permitted access to The Shops at Wiregrass for Community purposes for a minimum of six (6) months
- **Tree Display**
  - Organizations may not have access into the tree or any other space at The Shops at Wiregrass
  - The Shops at Wiregrass is unable to provide any private areas for costume changes, etc. Please arrange to arrive costume-ready. **NO costume changes are permitted on property.**

CANCELATIONS POLICIES:

- If Organizations do not show up during their approved performance time "no show" the Organization will be removed from any remaining scheduled dates and not permitted access to The Shops at Wiregrass for Community purposes for a minimum of six (6) months.

EXHIBIT B CONTINUED

- Applicant shall provide notice to The Shops at Wiregrass with **no less than two (2) business days prior** to Authorized Performance Date if an emergency arises or cancelation is necessary. Applicant will forfeit their performance opportunity, and it will not be permitted to reschedule if this action is taken.
- **If Applicant cancels less than two (2) business days**, prior to Authorized Performance Date, Applicant will forfeit their right to apply again for Performance for a one (1) year period probationary period.
- **If Applicant does not check-in at Guest Services Booth within thirty (30) minutes of Authorized Performance time,** the activity will be considered abandoned and canceled and Applicant will not be permitted on property that day. Applicant will also be restricted from community access for a one (1) year probationary period.
- **If Applicant cancels or abandons performance twice**, they will no longer be permitted to table / perform in any future events at The Shops at Wiregrass.
- **In the event of bad weather conditions, applicants who cancel that wish to perform on a later date must reapply through the standard application submission process, make up dates are not guaranteed. The Management Office retains the right to decline or accept make up applications pending scheduling.**

ENFORCEMENT OF RULES:

- Because this program has become such a wonderful tradition at The Shops at Wiregrass, we hope to continue meeting the expectations of our guests, by providing them with the best programs and performances from our community.
    - Organizations will be given one (1) First Warning (verbal or written) regarding any infractions to the Contract
    - If the Organization disregards the First Warning and continues said actions, the Organization will be removed from any remaining scheduled dates and not permitted access to The Shops at Wiregrass for Community purposes for a minimum of six (6) months