

Community Room – Applicant Information Sheet ***License Agreement***

CONTACT INFORMATION:

Date: _____ Contact Name: _____
Group Affiliation, please choose one: _____ Mall Retailer _____ Non-Profit - please attach 501(c) (3)
_____ Community Organization _____ Individual _____ Other
Corporate Name, Federal ID #, or Non-Profit # (if applicable): _____
DBA (if applicable): _____
Contact Address: _____
Contact Phone Number (s): _____ Fax Number _____
Contact Email Address: _____

COMMUNITY ROOM USE:

Meeting Date (s): _____ Meeting Time (s) _____
Arrival Time: _____ Number Attending: _____
Number of Tables Needed: _____ Size of Tables _____
Number of Chairs Needed: _____
Applicant(s): _____ Date: _____

Printed Name

RULES / REGULATIONS

The standard hours for use of the **Community Room** are:

Monday – Saturday: 8:00 a.m. – 8:00 p.m.; Sunday 12:00 p.m. – 5:00 p.m.

Special exceptions must be requested and are subject to approval (may be at an additional cost).

Mall Operating Hours:

Monday – Saturday: 10:00 a.m. – 9:00 p.m.; Sunday 12:00 p.m. – 5:00 p.m.

Holidays and Department store hours may vary

Mall Management Office Hours:

Monday – Friday: 8:00 a.m. to 4:30 p.m.

Upon Arrival: During mall management office hours, Licensee will stop at the Mall Management Office to request the Community Room be unlocked.

1. Reservations:

Reservations will not be valid until a signed License Agreement for use of the Community Room, a correct Certificate of Insurance, and rental payment are received. For each use of the Community Room, a license agreement must be signed for the date of use. All reservations shall be paid at least one week in advance. Cancellations must be received 72 hours prior to scheduled use to receive a refund. The Johnstown Galleria has the right to relocate an event to a mutually agreed upon location. In the event a location cannot be agreed upon by both parties, the Agreement can be canceled by either party with a full refund given. Johnstown Galleria **shall not** be liable for any loss, theft, damage or injury to any person or to any property belonging to the group/individual using the space due to any cause whatsoever

2. Use:

The Community Room will only be used as permitted and outlined in the application. There is to be no solicitation of funds of any type. Smoking is prohibited. Fire exits shall not be blocked during use. Any wall hangings, décor, materials, etc. shall not deface or damage any part of the Community Room. Management has the right to approve anything attached to the property and the right to request anything to be removed. Signs that are placed outside of the Community Room, in the Common Area, must be approved by Management prior to placement. Groups shall comply with all laws, orders and regulations of federal, state, county or municipal authorities.

THERE SHALL BE NO CONSUMPTION OF ALCOHOL OR GAMBLING OR ANY ILLEGAL ACTIVITY IN THE COMMUNITY ROOM.

COMMUNITY ROOM – INFORMATION / FEES / REQUIREMENTS

INFORMATION

Maximum Occupancy: 150

Tables and chairs are available upon request. **Table covers are not provided.**

FEES

Rental Fees:

Mall Retailer:	\$0.00 (if used for store meetings or promotions)
Non-Profit/501(c) (3):	\$0.00
For Profit Business Entity:	\$60.00
Community Organization:	\$60.00
Individual:	\$60.00
Security Deposit:	\$25.00 – Deposit will be returned within one week of event date.

Cleaning:

Licensee is responsible to leave the room clean for the next group and all tables/chairs, etc. must be present or the security deposit will not be returned.

Payment required by check, money order or certified check prior to event, payable to "Gemini Property Mgmt LLC". Credit cards and cash are not accepted.

EQUIPMENT

Johnstown Galleria may have the following equipment available for use for the duration of your booking:

- (50) chairs
- (25) 8 foot tables
- (10) 6 foot tables

Restrooms are located outside the Community Room at the Sear's Entrance, and one is in the rear of the Community Room.

Any additional equipment needed must be rented from a rental company at the user's expense. No equipment, e.g., chairs, tables, etc. may be brought from your home

SPECIAL NOTE

Johnstown Galleria is responsible for all setup and takedown of Johnstown Galleria equipment.

FOOD POLICY

Any group bringing food in is responsible for their own clean up

Landlord's Representative

Date

Applicant

Date

RULES FOR USE OF COMMUNITY ROOM

1. The Community Room is available for rent for public use during the following hours: 8:00 a.m. – 8:00 p.m. Monday through Saturday & 12:00 p.m. – 5:00 p.m. Saturday
2. **Fees must be paid (7) days prior to event to confirm your date & time or it will be cancelled.**
3. All reservations will be handled on a first come, first serve basis.
4. We accept check, certified check or money order – made payable to “Gemini Property Mgmt LLC”.
5. The Maximum Capacity of the Community Room is (150) people.
6. The Mall may be able to provide tables: (25) 8 foot tables, (10) 6 foot tables and (50) chairs for usage. **Table coverings are not provided.**
7. All groups must have adult supervision and are not to leave children unattended at any time.
8. We request that all food be purchased from the food court, Jake’s, Italian Oven, Fuji’s Japanese Steakhouse or Auntie Anne’s.
9. Food permitted from outside the mall: party cakes (desserts), liters of soda and homemade goods.
10. **NO DECORATIONS MAY BE HAMMERED, STAPLED OR TACKED IN THE COMMUNITY ROOM.**
11. **NO CONFETTI, BUBBLES, SILLY STRING, GLITTER, RICE OR BIRDSEED ALLOWED IN THE COMMUNITY ROOM (it makes an awful mess!). NO LOUD MUSIC THAT EXTENDS INTO THE COMMON AREA OR THE NEIGHBORING SPACE.**
12. No animals, except for Service Animals, will be permitted in the Community Room.
13. The mall is not responsible for personal items that are lost, stolen or damaged.
14. Absolutely NO alcoholic beverages or other intoxicants will be allowed on the property.
15. Renter(s) are held responsible for the conduct of their guests and Johnstown Galleria employees have the right to enter premises, at any time and on any occasion. If the renter is not in compliance of rules and regulations, you will be asked to vacate the premises immediately and the mall may refuse any future rental requests, and refund will not be given.

CERTIFICATE OF INSURANCE IS REQUIRED

Check either 1a or 1b as it applies to this Agreement

____ (1a) INSURANCE REQUIREMENTS: LICENSEE TENANT covenants and agrees to provide LANDLORD on or before the turnover of possession of the Premises to TENANT, and to keep in force during the entire term of this Agreement:

- (1)(a) comprehensive general liability insurance relating to the Premises and its appurtenances in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limited for bodily injury and property damage. Such insurance shall also include premises-operations, products/completed operations, personal injury, host liquor liability and blanket contractual. If this insurance is not available, then TENANT shall provide:
- (1)(b) commercial general liability insurance (including premises-operations, products/completed operations, contractual and personal injury) in an amount not less than Two Million Dollars (\$2,000,000.00) General Aggregate; Two Million Dollars (\$2,000,000.00) each occurrence with a personal injury and advertising injury aggregate of Two Million Dollars (\$2,000,000.00) and a products/completed operations aggregate of One Million Dollars (\$1,000,000.00);
- (2) fire, extended coverage, vandalism, and malicious mischief, and so called "all-risks" insurance covering all decorations and improvements in the Premises as well as the full replacement cost of all fixtures and contents therein, with a deductible of not more than \$1,000; and
- (3) plate glass insurance with respect to all plate and other glass in the Premises.

The following should appear on the certificate of insurance AS ADDITIONALLY INSURED:

Zamias Services Inc
Gemini Johnstown Galleria S, LLC
Gemini Johnstown Galleria H, LLC
Gemini Johnstown Galleria 1, LLC
Gemini Johnstown Galleria 2, LLC
Gemini Johnstown Galleria 4, LLC
Thistle Financial, as agent for the Lender
Gemini Property Management, LLC (and all is constituent members and partners).

The "ADDL INS" and "SUBR WVD" boxes must be checked. Also, the certificate holder must be listed as:

Gemini Property Management, LLC, As Special Agent for all parties of Landlord, 16740 Birkdale Commons Parkway, Suite 305, Huntersville, NC 28078

____ (1b) WAIVER OF LIABILITY AND INDEMNIFICATION: For value received and intending to be legally bound hereby, the undersigned LICENSEE assumes all risk of loss from any and all causes to LICENSEE'S possessions while on display at The Galleria, and LICENSEE hereby waives any and all claims, actions, or causes of action LICENSEE has or may have against The Galleria, its partners, agents, servants, or employees, and further agrees to indemnify and hold harmless said The Galleria its partners, agents, servants or employees, and any tenant, patron, licensee or invitee at said The Galleria from any damage or injury caused by or arising out of the placement, display or removal of LICENSEE'S possessions at The Galleria.

(2) NO PERSONAL LIABILITY: Anything to the contrary elsewhere herein notwithstanding, there shall be absolutely no personal liability on the part of the persons, firms or entities which constitute LICENSOR with respect to any of the terms, covenants, conditions and provisions of the Agreement, and Licensee shall look solely to the interest of LICENSOR, its successors and assigns, in the Shopping Center for the satisfaction of each and every remedy of Licensee in the event of default by LICENSOR hereunder, such exception of personal liability is absolute and without any exception whatsoever.

(3) LIABILITY OF LICENSOR: If LICENSOR is found by a court of law to have failed to perform its obligation in accordance with any of the provisions of the Agreement, any money judgment resulting from such failure shall be satisfied only out of LICENSOR'S interest in the Center of which the Premises are a part, and no other real, personal or other property of LICENSOR, Owner or the partners, officers, shareholders, directors, employees, agents or principals of LICENSOR or Owner. Furthermore, none of the foregoing parties shall be subject to levy, attachment, or execution, or otherwise sued to satisfy any such judgment, LICENSEE hereby waives any right to satisfy a judgment against LICENSOR except from LICENSOR'S interest in the Center of which the Premises are part. The term 'LICENSOR', as used in this paragraph, shall mean only the LICENSOR or LICENSOR'S at the time in question of the fee title or interest in ground lease of the Premises, and in the event of any transfer of such title or interest, LICENSOR herein named (and in any case of any subsequent transfers, the then grantor) shall be relieved from and after the date of such transfer of all liability with respect to LICENSOR'S obligations thereafter to be performed. The obligations contained in this Agreement to be performed by LICENSOR shall be performed by LICENSOR and LICENSOR'S successors and assigns.

(4) This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof, and no provision may be waived or modified except in writing, and there are no other Agreements between parties except as set forth herein and on the attached Mall Rules and Regulations.