



**APPLICATION FOR PERMIT TO USE SHOPPING CENTER AND/OR CENTRAL PARK**

**Name of Organization:** \_\_\_\_\_

**Non Profit** \_\_\_\_\_ **Profit** \_\_\_\_\_

**Describe the Nature of the Activity** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date(s) Requested** \_\_\_\_\_

**Time Requested** \_\_\_\_\_

**Contact Information (Name, Number)** \_\_\_\_\_

**GENERAL RELEASE AND INDEMNITY – PLEASE READ CAREFULLY**

Applicant agrees that if a Permit is issued pursuant to this Application, Applicant will Indemnify and hold Management Company, the Owner, each Tenant of the Shopping Center, and the Merchants Association or Promotional or Marketing Department harmless from and against any and all claims for personal injuries, death, damages, cost and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the Central Park Area of the Shopping Center or any part of the facility thereof by the Applicant or his agents, members, partners, associates, contractors, servants and employees; and the undersigned does hereby release, discharge and acquit the Owners of the real estate, their lessees, the Shopping Center Management Company (and all their shareholders, directors, employees, customers and invitees), Shopping Center Tenants (and their owners, officers, directors, employees, customers and invitees) and Shopping Center Merchants Association or Promotional or Marketing Department from any and all claims, demands, and actions for any loss, cost, expense, damage or injury either to the person or property of the Applicant and each member of the Applicant sustained by reason of any condition of said Central Park or the Shopping Center, or due to any act of any employee or agent of the Merchants' Association or Promotional or Marketing Department, the Shopping Center Tenants, the fee Owner, its lessee, the Management Company or the act of any other person or entity whatsoever, all of which claims are hereby waived by Applicant for itself and each of its members.



**ACKNOWLEDGEMENT – PLEASE READ CAREFULLY**

The undersigned hereby represents that he/she is the Applicant or an officer **or** other authorized agent of the Applicant named herein and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Rules and Regulations governing the use of Central Park or Shopping Center (See Attachments) and recognizes and agrees by his/her signature hereto that the making of this Application, the issuance of any Permit are expressly conditional upon Applicant’s acceptance and continuing observation of said Rules and Regulations.

Further, undersigned hereby agrees to abide by all Federal, State, and Municipal laws, and Central Park and Shopping Center policies. Any violations of any of the above stated laws or policies will result in revocation of this permit and immediate expulsion from the Shopping Center and its properties.

**Name of Person Completing Application:** \_\_\_\_\_

**Street Address/Mail Address** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Title (if any)** \_\_\_\_\_ **Phone #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**Signature** \_\_\_\_\_



## INSPECTION FORM FOR PREMISES

Prior to “User” engaging in activity on “Premises”, a thorough walk through of the “Premises” is to be completed. “User” is responsible for maintaining and returning “Premises” in the same condition as received. The following is a guideline for a basic inspection of the “Premises”.

| Location      | No<br>Damage             | Damage<br>Found          | Description of Damage |
|---------------|--------------------------|--------------------------|-----------------------|
| Playground    | <input type="checkbox"/> | <input type="checkbox"/> |                       |
| Fountain      | <input type="checkbox"/> | <input type="checkbox"/> |                       |
| Restrooms     | <input type="checkbox"/> | <input type="checkbox"/> |                       |
| Lawn Area     | <input type="checkbox"/> | <input type="checkbox"/> |                       |
| Benches       | <input type="checkbox"/> | <input type="checkbox"/> |                       |
| Train Station | <input type="checkbox"/> | <input type="checkbox"/> |                       |

**Crystal Beach Development Signature:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

**Authorized “User” Signature:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_



## **RULES AND REGULATIONS GOVERNING THE USE OF CENTRAL PARK AND SHOPPING CENTER**

1. The Management Company of the Shopping Center is pleased to permit non-commercial, promotional and community service activities to be conducted within the pedestrian walkway or on the parking lots of Central Park or the Shopping Center (hereafter called “Premises”) by interested persons and organizations approved by Management Company in its sole discretion (hereinafter called “Users”). To accommodate such Users in a manner and to an extent consonant with the primary purposes of the “Premises”, Management Company adopted the Rules and Regulations contained herein in order to facilitate such use of the “Premises”.
2. The commercial activity of the “Premises”, Tenants, their Owners, Officers, Directors, Employees, Customers and Invitees are the primary activities of the “Premises”. No Users can conduct any other activity within the “Premises” without first having obtained a permit for such activity from the Management Company. Such permit shall only be granted only for the use of that area agreed upon in permit.
3. A User may apply for a permit to use the “Premises” at the Property Management Company Office from the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday. Application shall be in the form set forth by the Management Company and subject to these Rules and Regulations and should be made no later than 60 days prior to the day requested by the User for the use of the “Premises”.
4. In making a determination as to whether a permit to use the “Premises” shall be issued, Management Company shall evaluate the following: The nature of the activity; the dates, times and duration of the activity; the risk of injury to any person or properties; the risk of unreasonable interference with the aforementioned commercial activities of the “Premises” tenants and their owners, officers, directors, employees, customers and invitees. Management Company will consider applications on a first come, first serve basis.
5. Each User shall agree to comply with the following conditions and rules:
  - a. The activity shall be confined to a specific use of the “Premises” as set forth in detail on the Application and will be limited to date and times specified on such Applications and confined to the “Premises” as determined by Management Company.
  - b. Users shall at all times during its use of the “Premises” provide sufficient supervision and maintain adequate control of its members, guests or invitees. Management Company and/or Security, in its sole discretion, shall determine if any User is not in control of its members, guests or invitees. Any User violating this paragraph shall be asked to leave the “Premises” immediately.

Initials: \_\_\_\_\_

- c. In the event there are licenses or permits required by any governmental agency or authority with respect to the type of activity carried on, Users shall be responsible for obtaining such licenses, authorization or permits. No unlawful activities shall be permitted in the use the "Premises" including but not limited to the use of alcoholic beverages or gambling. No raffles or music without special permission from the Management Company.
- d. All Users using the "Premises" assume liability for and shall indemnify and hold harmless the owners of the real estate, their lessees, the Management Company (and all their shareholders, directors, employees, customers and invitees). "Premises" tenants (and their owners, officers, directors, employees, customers or invitees) and the Merchants' Association or Promotional or Marketing Department against and from any and all liabilities, obligations, losses, penalties, claims, action suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of any activity of the User's members, officers, directors, employees, agents, contractors, servants within the "Premises"). The "Premises" tenants, the Merchants' Association or Promotional or Marketing Department, fee owner, its lessees or the Management Company shall not be liable to any User using the "Premises" or any other person on or about the enclosed "Premises", the adjoining grounds and parking lot, by the User's consent, invitation or license, express or implied, for any loss, expense or damage, either or implied, for any loss, expense or damage, either to the person or property sustained by reason of any condition of said "Premises", or due to any act of any employee or agent of the Association of the Promotional or Marketing Department, the "Premises" Tenants, the fee owner, its lessees, the Management Company or the act of any other person whatsoever.
- e. If the Application is for any activity which may reasonably be expected to cause public disorder or injury to any person or property or to require substantial cleaning, repairs or restoration in order to return any area of the "Premises" to the condition existing immediately prior to the commencement of the activity, the Management Company may, as a condition to granting a permit, require security for the performance of the Applicant's obligation as licensee under such permit and these rules and regulations. Such security shall be in a form satisfactory to the Management Company and may be a cash deposit, a bond, insurance policy or other adequate assurance of the applicant's performance. Where such determination is made at Management Company's discretion and insurance is required, such insurance shall be in the form of a comprehensive or public liability policy having limits as determined by Management Company at time of application.
- f. Unless otherwise permitted by Management Company the User shall not vend or peddle, solicit orders for sale, or distribution of merchandise, devices, services, periodicals, books, pamphlets, tickets, donations, or any other material whatsoever. User shall not exhibit any sign, plaque or banner, notice or any other written material in or around the "Premises" without prior written approval by Management Company.
- g. The User shall not use any vehicle, motor, camera, lighting device or projector on the "Premises" without prior approval of Management Company. The User may not engage in any lighting or direct use of any physical force, abusive or obscene language or threats toward any other person or engage in any other form of unreasonable behavior such as the making of unreasonable noise or coarse or offensive utterance,

Initials: \_\_\_\_\_

gesture or display, which causes or is likely to cause significant public inconvenience, annoyance or alarm. In addition, the User shall not permit the emission of noise or odors or use any device or paraphernalia, which may constitute a nuisance such as loudspeakers, sound amplifiers, radios, televisions or sound systems without prior written approval by Management Company.

- h. Any interested person or organization using the "Premises" shall not engage in any conduct which interfere with or impede the use of any other facilities of the "Premises" by any customer, business invitee or employee, employer, or tenant or create a disturbance, attract attention or harass, annoy, disparage or be detrimental to any of the retail establishments of the "Premises". Management Company, in its sole discretion, shall determine whether such objectionable conduct has occurred.
- i. The "Premises" shall be surrendered in the same condition as it was upon commencement of its use. All expenses incurred to maintain order and to keep the "Premises" free from rubbish will be borne by the User.
- j. If the Management Company shall deem the use of the "Premises" objectionable, at its sole discretion, it may, without any notice whatsoever, terminate the rights of the User to use the "Premises". All such persons shall immediately remove themselves from the "Premises", the enclosed pedestrian walkway and or walkways, and the adjoining grounds and parking lots.
- k. The User shall not obstruct the free flow of pedestrian or vehicular traffic on walkways, sidewalks, stairways, escalators, roads, driveways, parking lots, or any other area regularly used for such traffic unless permission has been obtained at time of Application from Management Company Company.
- l. Notwithstanding anything herein to the contrary, Management Company may in its sole discretion permit or not permit and person or organization to use the "Premises" or require a User to leave the "Premises" or forcibly remove a person and/or other material, all without any liability whatsoever for any damage, claims, losses, actions, suits arising from such removal.
- m. Food and/or drink will not be permitted within common area or in-line spaces by User unless granted prior permission by Management Company Company.
- n. If User shall request usage of Management Company Equipment, including but not limited to: Stage Equipment, Sound System and Microphones, etc., User guarantees to return said equipment in the exact same condition as upon acceptance and delivery of said equipment. If for any reason said equipment is damaged in any way, User accepts all responsibility for immediate repairs and/or replacement and costs therein. Any failure upon User's part to properly maintain Management Company equipment will result in immediate and permanent revocation of all rights to use said equipment and equipment will be returned to Management Company immediately.

ACKNOWLEDGEMENT OF RULES AND REGULATIONS GOVERNING THE USE OF  
CENTRAL PARK AND SHOPPING CENTER

Signature \_\_\_\_\_ Date \_\_\_\_\_