

CROSSGATES

APPLICATION FOR PERMISSION TO ENGAGE IN ACTIVITY

Please fill out, sign and return to the mall office as soon as possible.

{for office use only}

Date(s) of event::

Insurance Filed: _____

Received: _____

Expires: _____

Location:

Dates: _____ Actual Name: _____

Note: Applications to use the mall must be submitted to the management office no less than two (2) weeks prior to the date(s) desired. Applications will be reviewed in the order received and subject to availability. Activities will be calendared on a first come, first served basis. Insurance must be fulfilled, and certificate must arrive one (1) week prior to event or event is subject to cancellation. If additional information is necessary, please attach the sheet(s) to this application. You will be notified of your group's location one (1) week prior to your event(s).

Name of Organization: _____

Address of Organization: _____

Are you a bona fide, recognized, not for profit organization defined by the Internal Revenue Service (Code #501c3)? Y N

Contact name, cell phone number and email required:

Contact: _____

Organization Number: () _____ Cell/Home Number: () _____

Email Address: _____

Dates requested:

Date(s): _____

Time(s): _____

Equipment needed {to be borrowed from the mall}:

Number of Tables _____ {only allowed **ONE** table unless prior approval has been given}

Number of Chairs _____ {max of **FOUR** chairs per table}

Will electricity be required? Yes _____ No _____

*If a poster is used, only professional signs are allowed; hand-written signs are not permitted

FOR LARGE EVENTS ONLY {additional equipment needed}:

Number of Stanchions _____

Will you need a Stage? Yes _____ No _____

Will you need a Podium? Yes _____ No _____

Will you bring in a sound system? Yes _____ No _____ Mall music system turned off? Yes _____ No _____

Setup time? _____ to _____ Breakdown time? _____ to _____ Mall lighting on before/after mall hours? Yes _____ No _____

Organization to bring in other equipment? Yes _____ No _____

Equipment includes: _____

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About organization's fundraiser and/or event:

Nature or type of intended use: _____

List all items used in the requested activity {i.e. equipment, leaflets, applications}: _____

REPRESENTATIONS & AGREEMENT

The undersigned hereby represents that he/she is the Applicant, Officer or other authorized agent of the Applicant named herein and that he/she is over 18 years of age. The undersigned further acknowledges on behalf of him/herself or its group or organization that they have received and read a copy of the Statement of Policy, Rules and Regulations governing use of the shopping center and recognizes and agrees by his/her signature hereto that the making of this application, the issuance of any permit based upon this application and the use of the shopping center as so authorized are expressly conditional upon applicant's acceptance and continuing compliance with such rules and regulations, and that such rules and regulations are expressly incorporated by reference into any permit to applicant to access a portion of the shopping center.

The undersigned declares that the factual informational furnished by him/her in the application is true, accurate and complete to the best of his/her knowledge and belief.

Applicant acknowledges and agrees that shopping center management reserves the right to request such additional information as may be necessary in its opinion to evaluate this application for access to the shopping center.

If a permit to access the shopping center is granted, applicant hereby acknowledges and agrees that in consideration for the right of access the shopping center as permitted by management, applicant covenants and agrees to comply with, perform and be bound by all provisions of the permit, rules and regulations any attachments and exhibits thereto.

The undersigned declares that the factual information furnished by him/her in this application is true, accurate and complete to the best of his/her knowledge and belief.

Applicant: _____
{please print}

Title: _____

Signature: _____

Date: _____

If you have any questions, please call: (518) 869-3522 x4014

Please return by one of the following:

Email: LeslieFinn@pyramidmg.com

Fax: (518) 869-9683

CROSSGATES

POLICY, RULES & REGULATIONS GOVERNING THE USE FOR ACTIVITIES

Please retain these rules and regulations for your organization's records.

1. Use booth space for the sole purpose of the display and fundraising for matters not in competition with merchants already in the center. Management reserves the right to terminate this agreement if the exhibitor violates any terms of agreement or if display is unacceptable in the opinion of mall management staff.
2. **NO** exhibitor is allowed to intercept shoppers in any way, as in calling to them or physically stopping them. Anyone disregarding this clause will be asked to leave the mall immediately.
3. Booth must be manned at all times.
4. When fundraising, your group must stay within **THREE (3) feet** of the table. Only **FOUR (4) VOLUNTEERS (i.e. TWO ADULTS AND TWO CHILDREN OR FOUR ADULTS MAX)** are permitted at the display at any time. Anyone seen violating this rule will be asked to leave the premises.
5. Crossgates Mall will provide each community fundraiser group with a maximum of **ONE (1) TABLE and FOUR (4) CHAIRS** depending on the location of the event due to limited space, unless given prior approval. Groups are not permitted to bring in their own tables and chairs.
6. Displays are to be kept neat at all time. Leave your area as you found it. Clean area of debris daily. All packing cartons must either be concealed or removed from the exhibit before opening the mall.
7. Flyers in the mall or on cars in the parking areas is strictly forbidden. Printed matter may be distributed inside the mall, only from your booth or table. **NO** bumper stickers or self-adhesive type handouts will be permitted.
8. Exhibitor location will be the discretion of the mall management. You will be notified of your location 5 days in advance.
9. Mall Management has the right to cancel any agreement with one day's notice, or as specified in an individual application/permit.
10. If electricity is needed, please make sure that the cord is properly duct taped to the floor so that it is not a tripping hazard.
11. In case of booth signs, all material must be either professionally printed or printed from a computer—handwritten signs are not allowed. **NO** signs, posters, etc. may be attached to any mall property or structure without prior approval. Upon approval, approved adhesive will be identified. Any approved postings must be taken down at close of event.
12. Displays are limited in height to six (6) feet unless previous arrangements have been made with mall management.
13. All displays must be set-up with 10 feet of clearance on every side of booth or display to keep in accordance with the fire code. **NO** display will block any doors, display windows, emergency or fire exits or fire hydrants.
14. Helium tanks and helium balloons are strictly forbidden.
15. It is not permissible to host bake sales or sell any kind of food unless prior approval by management is given.
16. Security will not be provided for other than mall hours, but Crossgates assumes **NO** responsibility for property of exhibitor.
17. Exhibitor acknowledges that his/her name and the organization's name and photographs of the event may be distributed and/or publicized in various forms of media utilized in the promotions of Crossgates Mall and its tenants.
18. If your event/fundraiser should take place in the mall for a total of 7 days or more, or if it a large scale event, Crossgates Mall must be listed as a sponsor for the event on all literature, etc. due to the value of the space.
19. Set-up and tear down for expos, large events, etc. must take place before or after mall hours, unless approved by mall management. **MALL HOURS: MONDAY – THURSDAY 10:00AM - 8:00PM; FRIDAY- SATURDAY 10:00AM – 9:00PM; SUNDAY 11:00AM - 6:00PM.**
20. Sound Systems are not allowed in the mall unless prior approval is obtained due to special circumstances. Audio equipment's volume MUST be kept at a reasonable level.
21. All cars/boats/trailers must have carpeting under tires and plastic drop cloths on the floor under engine/transmission/rear axle and gas tank. Battery must be disconnected. No more than one quarter of a tank of gas in the vehicle. Vehicles' fuel tank, ignition, doors and trunk must be locked, and the key kept in the Security Office. Exhibitor is responsible for keeping the vehicle clean on display. No spray cleaners or polish may be used on automobiles or boats in the center. Vehicles must be brought in/out before or after mall hours.
22. Our Parental Escort Policy might affect your volunteers under 18 years of age that will be at the table after 4 pm on Friday and Saturday night's. Please have these volunteers carry or wear an official ID, nametag, or uniform, so they can be granted access to the mall. This will help minimize delays for any underage volunteer attempting to enter the mall without a parent or guardian.
23. Attached is a sample copy of the **REQUIRED INSURANCE** for any such group to fundraise, etc. in the mall. It is in your best interest to contact your insurance carrier before submitting your event application in order to ensure that your organization does have the correct insurance.
24. Coverage shall include a "per location aggregate" endorsement and name Licensor and Pyramid Management Group, LLC as Additional Insureds.
25. **RISK OF INJURY OR ILLNESS:** Persons entering upon the premises of the mall for the purposes described in these rules do so at their own risk. Neither the mall nor any of its owners, beneficiaries, or agents shall have any liability for injury to such persons. **PARTICIPATING IN ANY ACTIVITY WHILE IN, ON, OR AROUND THE PREMISES OR WHILE USING THE FACILITIES, MAY LEAD TO UNINTENTIONAL EXPOSURE OR HARM DUE TO COVID-19.**
26. To the greatest extent allowable under law, Licensee shall indemnify and hold Licensor, its partners, managing agent, agents, and employees harmless from and against all liabilities, claims, obligations, damages, penalties, costs, charges and expenses, including reasonable attorney's fees, which may arise out of the use and occupancy of the Premises by Licensee, or Licensee's managing agent, agents, and/or employees.
27. Damages: Persons or groups violating the rules will pay for any damages caused to or expenses incurred by the mall as a result of the violations. Assume full responsibility for damage to merchandise and personal items and liability for personal injury resulting from negligence; to release Crossgates Mall, Pyramid Company and Pyramid Management Group, LLC from all claims therefrom.