

CONTRACT AND HOLD HARMLESS AGREEMENT

For: _____

MALLS4U, LLC. ("SHOPPES AT WOOD RIDGE") hereafter called **SHOPPES AT WOOD RIDGE** by Terry Linduski, General Manager and Lessee listed below, hereafter called Lessee by its authorized representative listed below, contract and agree as follows: **SHOPPES AT WOOD RIDGE** agrees to lease to the Lessee the designated area agreed upon between the parties for the length and sum listed below.

IN CONSIDERATION therefore, LESSEE AGREES to:

1. Abide by the Rules and Regulations of Shoppes At Wood Ridge, which is incorporated herein by reference. This includes being open all mall hours and that merchandise cannot be covered during mall hours. Failure to follow this policy will result in the closing of Tenant's space with no refund.
2. Abide by all the Laws of the State of Wisconsin, Ordinances of the County of Wood and the City of Marshfield.
3. Be solely responsible for the property of the Lessees while located upon the premises of **Shoppes At Wood Ridge** and **provide insurance for the protection of said property while located upon said premises. *Provide certificate of Insurance with Malls4u LLC, dba Shoppes At Wood Ridge, as Holder & Additional Insured in the amount of \$1,000,000.**
4. Tenant agrees to defend, indemnify and hold harmless Landlord, its employees, and agents from and against any and all claims, lawsuits, losses, liabilities, penalties, damages, claims, judgments, cost and expenses, including without act or omission on the part of Tenant or its subcontractors, employees, servants, agents, customers, and invitees, in relation thereto.
5. Except for Landlord's negligence and intentional acts, Landlord shall not be liable, in any manner, shape or form for injury or damage to any person or persons or property in or upon Premises, while the Premises are in possession of Tenant, its successors, and assigns.
6. Tenant agrees to remove any item(s) which directly compete with products in any of our permanent stores as determined by mall management. Failure to remove the item(s) upon written notice will result in the closing of Tenant's space with no refund.
7. Tenant agrees to comply with a strict no soliciting policy of the mall, as posted on all entries. This includes the collection of names and information for the purpose of obtaining business or customers, and/or the distribution of flyers outside of leased area, or the act of hawking or yelling at customers.

THE ABOVE AGREEMENTS are a contract and not a simple recital and shall be binding upon the parties' hereto. IN WITNESS WHEREOF the parties have caused this agreement to be signed and sealed.

Lessee (Name of Business): _____

Contact Name: _____

Address: _____

City: _____ State: WI Zip: _____

Phone: _____ Email: _____

From: _____ To: _____

List all items Tenant is selling: _____

_____ Total number of spaces needed (approximately 10'x10') @ _____\$ per space.

_____ Yes, I would like the free table included with each booth (Excluding Farm Show). Table coverings are your responsibility to provide & match.

_____ Total number of **additional** tables needed @ \$5/table (6').

_____ Electricity if needed is \$5. Extension cords are each person's responsibility to bring and secure with duct tape if necessary.

\$ TOTAL DUE

Make check payable to Shoppes At Wood Ridge.

LESSEE: _____
(Please Print Business Name)

LESSOR: SHOPPES AT WOOD RIDGE
503 East Ives - Marshfield, WI 54449

BY: _____
(Signature of Lessee)

BY: _____
Terry Linduski, General Manager

DATE: _____

DATE: _____

Space(s) will be reserved as soon as your HOLD HARMLESS and PAYMENT is received. Sorry, no refunds on cancellations less than one week prior to start date.

Rules & Regulations for temporary tenants/exhibitors at SHOPPES AT WOOD RIDGE

1. Each temporary tenant/exhibitor is required to sign a “Release and Hold Harmless” agreement prior to exhibiting in the mall.
2. Unless the show/event is insured by the mall you must provide a Certificate of Liability Insurance with MALLS4U, LLC. and SHOPPES AT WOOD RIDGE listed as holder and additional insured.
3. All fees due must be paid prior to setting up exhibit.
4. **All table must be covered with matching longer cloths.** No boxes or storage to be visible under the tables.
5. Each temporary tenant/exhibitor is responsible for the set up and tear down of the exhibit within the time frame provided. Unless otherwise notified setup and take down are as follows:
 - a. Motorized vehicles setup and take down between 7:00 a.m. and 9:00 a.m., or 8:30 p.m. 9:15 p.m.
 - b. Booth setup is anytime after 8:00 a.m. the day before or between 7:00 a.m. and 10:00 a.m. the day of the show. Must be completely set up by 10:00 a.m. when the mall opens the day of the show/event.
 - c. Booths must be neatly covered when closing down for the day.
 - d. Temporary tenants/exhibitors are expected to adhere to mall hours unless designated otherwise and man the booth at all times.
 - e. If there is a need for more time (next day) for booth take down or for storage of items permission should be obtained from the mall manager BEFORE the event.
 - f. Take down is after the mall closes for the day.
6. If electric (110 volt) is used, a **heavy duty** extension cord must be used and taped down with duct tape to prevent a fall hazard. **You must bring your own cord and tape.**
7. Pad floor if you have extremely heavy exhibit items or items with sharp edges.
8. Remove all boxes, packing materials, trash. Ask for assistance from mall maintenance before 6:00 p.m. if assistance is needed.
9. After you have unloaded your items, vehicles must be parked in outside perimeter of the parking lot. If you are handicapped, ask for someone to move your vehicle for you.
10. SHOPPES AT WOOD RIDGE reserves the right to regulate items displayed by temporary tenants/exhibitors. No temporary tenant/exhibitor may sell products that are normally available from SHOPPES AT WOOD RIDGE Merchants without permission of the mall manager. This would primarily involve brand name items or same manufacturer items.
11. Tenant agrees to comply with a strict no soliciting policy of the mall, as posted on all entries. This includes the collection of names and information for the purpose of obtaining business or customers, and/or the distribution of flyers

January - November Mall Hours:

Monday – Friday 10:00 a.m. – 8:00 p.m.

JCPenney open until 9 p.m. weekdays

& Younkers open Mon.-Thurs., & until 10 p.m. on Fri.

Saturday 10:00 a.m. – 6:00 p.m., with Younkers open until 7 p.m.

Sunday 11:00 a.m. – 5:00 p.m.

December Mall Hours:

Monday – Saturday 9:00 a.m. – 9:00 p.m.

Sunday 10:00 a.m. – 6:00 p.m.