

EDISON MALL

4125 Cleveland Ave, Fort Myers, FL 33901

COMMON AREA LICENSE AGREEMENT

DATE:	EVENT: SWFL Black Expo – APRIL 9, 10, 11
Name of Individual / Organization (“Licensee”)	Contact Name:
Street Address	Telephone No.
City, State, Zip	Email

EVENT DATE(S) REQUESTED	PERMITTED USE (“Permitted Use”)	Space (“Space”)
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TABLE TYPE				
<input type="checkbox"/> INFO TABLE \$25/Day	<input type="checkbox"/> RETAIL TABLE \$50/Day	<input type="checkbox"/> FOOD TABLE \$75/Day	<input type="checkbox"/> FOOD TRUCK \$100/Day	<input type="checkbox"/> OTHER TABLE \$ /Day

FEE AND PAYMENT. As consideration for the license granted in this Agreement, Licensee shall pay to Licensor the fee set out below. (“Fee”)

Number of Event Dates x Table Fee = Total Fee _____ X _____ = _____ You can email application to angeli.chin@washingtonprime.com	Payment: CASHIER’S CHECK OR MONEY ORDERS ONLY Payable to: Edison Mall LLC Mail or Deliver to: Edison Mall 4125 Cleveland Ave, Fort Myers, FL 33901
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PAYMENT. Licensee shall make all checks payable to the Licensor and mail to the address set out above. If Fees are not paid when due pursuant to the terms of this Agreement or a check is returned for any reason, Licensee shall pay to Licensor any applicable late fees or charges then in effect.

GENERAL RELEASE AND INDEMEMITY

(Please read carefully)

Licensee agrees to defend, indemnify and hold harmless Licensor and Licensor’s property manager, their affiliates and subsidiaries and each of their officers, directors, employees, and agents, and any mortgagee and master lessor of the Center, from and against any and all claims, losses, liabilities, damages, penalties, fines and expenses (including but not limited to attorneys’ fees) directly or indirectly caused by, arising from, or otherwise relating to the use of the Space by the Licensee, its employees, agents, contractors or invitees; or the death, personal injury, bodily injury and/or property damage to any person, persons or tenants in the Center caused or alleged to be caused by the Licensee, its employees, agents, contractors, or invitees. This obligation shall survive the expiration or earlier termination of this Agreement.

ACKNOWLEDGEMENT

(Please read carefully)

Licensee hereby represents that he/she is the Licensee or an officer or other authorized agent of the Licensee and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Terms and Conditions (**see next page/reverse side**), forming part of this Agreement and agrees to be bound by them and all the terms, conditions and provisions hereof.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be duly executed by their authorized representatives.

LICENSOR

EDISON MALL, LLC, an Indiana limited liability company

Signature: _____

Print Name: Brad Lunn
Title: General Manager

Date: _____

LICENSEE

Licensee Legal Name: _____

Licensee DBA Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

COMMON AREA LICENSE AGREEMENT TERMS AND CONDITIONS

1. **License.** Edison Mall, LLC ("Licensor") grants to Licensee the right to use the space set forth on the cover page of this Agreement ("Space").
2. **License Periods.** Licensee may use the Space on the dates and times set out on the cover page (the "License Periods"), subject to the terms and conditions set forth in this Agreement. This Agreement and the License granted herein shall not apply to those time periods before, after or between these License Periods.
3. **Fee(s) and Payment.** As consideration for the license granted in this Agreement, Licensee shall pay to Licensor the Fee(s) set out on the cover page. Licensee shall make all checks payable to the Licensor and mail to the address set out on the cover page. If Fees are not paid when due pursuant to this Agreement or a check is returned for any reason, Licensee shall pay to Licensor any applicable late fees or charges then in effect.
4. **Taxes.** All applicable taxes are included in the License Fee. Licensee understands that tax rates are subject to change and the tax amount charged to Licensee by Licensor will be adjusted accordingly. Licensee is obligated to collect State sales tax, where applicable, on its Gross Sales and to pay over such sales tax to the applicable taxing authority.
5. **Relocation.** Licensor reserves the right to change the Space location and relocate the Licensee to a different location at the Center, in its sole discretion, acting reasonably.
6. **Supervision.** Licensee shall at all times during its occupancy of the Space shall provide sufficient supervision and maintain adequate control of its employees, guests, customers, and invitees while the same are at or about the Center, so as to prevent unlawful or offensive actions and actions which are a breach of this License Agreement.
7. **Permits and Compliance.** Licensee shall obtain any licenses, authorizations, or permits required by any governmental agency or authority for the type of activity to be carried on, at or for the use of the Space. Licensee's operation under this Agreement shall conform to and comply with, all applicable laws, codes, ordinances, regulations, directions of public officers thereunder, insurance requirements and Licensor's rules and regulations.
8. **Termination and Default.** Licensor may terminate this Agreement at any time without cause on ten (10) days prior written notice. Notwithstanding any other provisions of this Agreement, Licensor may terminate this Agreement immediately upon any default of this Agreement by Licensee beyond applicable notice and cure periods, if any; and may pursue all other remedies or damages available to it at law or in equity. Licensor shall not, under any circumstances, be obligated to accept any payments and/or to allow Licensee to cure any default hereunder.
9. **Indemnification.** Licensee assumes liability for and shall defend, indemnify and hold harmless Licensor and Licensor's property manager, their affiliates and subsidiaries and each of their officers, directors, employees, and agents, and any mortgagee and master lessor of the Center ("Licensor's Parties"), from and against any and all liabilities, obligations, losses, penalties, claims, 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 Licensee, its employees, agents, contractors or invitees. The obligations set out in this Section 9 shall survive the expiration or earlier termination of this Agreement.
10. **Waiver of Liability.** Licensor and Licensor's Parties shall not be liable to Licensee for, and Licensee waives all claims against such parties, injury, death, or damage to person or property sustained by Licensee or any person claiming through Licensee resulting from any condition, accident or occurrence in or upon the Space, or any other part of the Center, unless such matters arise solely from the gross negligence or willful misconduct of Licensor.
11. **Signage.** All signage and/or other display materials used in the Space must be of professional quality and approved by Licensor prior to the Commencement Date. Hand-written signage is not permitted. Licensor reserves the right to remove, alter or relocate signage or display materials at Licensor's sole discretion and without consequence.
12. **Maintenance and Damage.** Licensee, at its sole cost and expense, shall maintain the Space in good, clean and safe condition. Licensee shall be liable for all damages to the Space and, upon demand, shall reimburse Licensor for the cost of the repair of the Space or any other damage elsewhere within the Center caused by or arising from the use of the Space.
13. **Vehicles.** Vehicles are permitted within the Center common areas for display purposes only. No vehicles are permitted inside the Center without the express prior written consent of Licensor. Fuel tanks of display vehicles are to be filled to no more than the amount permitted by local code requirements, or ¼ of the tank, whichever is less. Batteries must be disconnected; absorbent pads in protective pans must be placed beneath oil pans and protective mats must be placed under tires and tongues. Licensee must provide all mats, pads and pans. Use of spray waxes is strictly prohibited. If use of vehicles is approved, Licensee shall provide evidence of auto liability insurance in the amount of \$1,000,000 combined single limit upon execution of this Agreement.
14. **Objectionable and Prohibited Use.** Licensee shall not engage in any of the following activities. If Licensor deems the use of Space objectionable, at its sole discretion, it may, without any notice whatsoever, terminate the rights of Licensee to use the Space.
 - (a) Solicitation and Vending. Unless otherwise permitted by Licensor, the Licensee shall not vend, peddle, or solicit orders for sale or distribution of merchandise, devices, services, periodicals, books, pamphlets, tickets or other material whatsoever.
 - (b) Alcoholic Beverages. Unless otherwise agreed to in writing by the parties, Licensee, its employees, agents, contractors, or invitees shall not consume, serve or sell alcoholic beverages on or from the Space or Center.
 - (c) Devices, Sounds and Odors. Licensee shall not use any vehicle, motor, camera, lighting device or projector in the Space without prior approval of Licensor. Licensee 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 other device without the prior written approval of Licensor.
 - (d) Behavior. Licensee shall not engage in any fighting or direct use of any physical force, abusive or obscene language or threats toward any other person or engage in any other form of improper behavior such as the making of unreasonable noise or coarse or offensive utterance, gesture or displays which causes or is likely to cause significant public inconvenience, annoyance or alarm. Licensee shall not engage in any conduct which might interfere with or impede the use of any other facilities of the Center 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 in the Center.
 - (e) Obstruction. Licensee shall not obstruct the free flow of pedestrian or vehicular traffic at the Center.
 - (f) Hazardous Materials. Licensee shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the Space.
15. **Removal.** Licensee shall at the expiration or earlier termination of this Agreement remove any signage, display materials and any other goods and effects, repair any damage caused by such removal, and peaceably yield up the Space in clean and good order, repair and condition. Any trash must be removed by Licensee as instructed by Licensor. Personal property of Licensee not removed by the end of the Expiration Date or earlier revocation of this Agreement may be sold or destroyed by Licensor, at Licensor's option, without liability.
16. **Marks and Names.** Licensee shall use no symbol, design, name, mark or insignia adopted by or identifying the Center, including without limitation the Center name or the name of Licensor or any of its affiliates, without the prior written approval of Licensor. Should Licensor grant such consent, Licensee shall not assign or transfer in any way such rights to any third party without the written consent of Licensor.
17. **Assignment and Subletting.** Licensee shall not sell, assign, license, mortgage, pledge or transfer this Agreement or any interest therein, nor sublet all or any part of the Space without Licensor's prior written approval, which may be withheld at Licensor's sole and absolute discretion.
18. **Relationship of Parties.** Neither party shall have the power to obligate or bind the other in any manner. Licensee is expressly not authorized to represent in any manner or context that Licensor is a guarantor of any product or service of Licensee.
19. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the state where the Center is located.
20. **Counterpart and Electronic Signature.** This Agreement may be executed in counterparts. A signature to this Agreement executed and/or transmitted electronically shall have the same authority, effect and enforceability as an original signature.

Signature of Licensee: _____
