

THE MALL AT
STONECREST

Thank you for your interest in the Specialty Leasing Program at the Mall at Stonecrest. For your review, I have attached some general information about our program along with an application. After you have read the information and find that you are ready to move forward, please complete the application and return it to my attention for review and consideration.

I hope to hear from you soon.

Donald Bieler,
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Thank you for your interest in the Specialty Leasing Program at the Mall at Stonecrest. Prior to being considered for this program, you must first complete an application and return it for review. If we are interested in your concept and space allows, we will contact you. Should you be accepted, you should expect to:

- Sign a License Agreement.
- Sign the Stonecrest Rules & Regulation Guidelines for Specialty Merchants. Failure to abide by the guidelines will result in a daily fee of \$50.00 for each & every violation.
- Pay a \$500.00 Security Deposit **and** the first months rent at the time of signing License Agreement in the form of money order or cashier's check. **Rent will begin on the earlier of: License commencement date or actual opening date.**
- Submit proof of \$1,000,000 in General Liability Insurance Coverage*
- Obtain a Business License from DeKalb County & any permits as required by the city or county*
- Submit a basic visual merchandising plan.
- Pay all future rents and other charges in the form of money order or cashier's check.

*We will be glad to provide you with additional info to assist you in obtaining these required items.

The application process DOES NOT imply acceptance.

All applications are subject to review & approval of Licensor.

License Fees are negotiated on an individual basis. However the following will give you a general range of what to expect in fees. These fees are subject to change without notice.

<u>Standard RMU/cart (approx. 4' x 6)</u>	<u>Average Non-Holiday Rates: January-October</u>
Minimum License Fees:	\$1950.00 - \$2500.00/mth or 15% of sales, whichever is greater
Electrical Fees:	\$25.00 per month
RMU Sign Fee:	\$100.00

<u>Standard RMU/cart (approx 2 x 3)</u>	<u>Average Holiday Rates: November and December</u>
Minimum License Fees:	\$5000.00 – 6500.00/mth or 15% of sales, whichever is greater
Electrical Fees:	\$25.00 per month
RMU Sign Fee:	\$ 100.00

Smaller display/cart (approx 2' x 3') Generally used to promote business by distributing product info, brochures, etc. Not functional for typical retail product sales.

Average <u>Non</u> -Holiday Monthly Rates:	\$1200.00 per month (Jan-Oct)
Average Holiday Monthly Rates:	\$ 3000.00 per month (Nov & Dec)
Cart Sign Lettering Fee:	\$85.00

For a display independent of our RMU's/carts or kiosks, rates will be negotiated on an individual basis.
(example: vehicles, vending, massage beds & chairs)

In-Line Temporary Space

Monthly Rates are based on location and square footage. Signage, fixtures, utilities and improvements to the space are the responsibility of the Licensee.

Addendum To Temporary License Agreement # _____
The Mall at Stonecrest
RMU/Cart Operating Rules & Regulation Guidelines (revised 07/06)

- Hours of Operation: RMU/Cart Licensees must be open for business all mall hours. Late openings and early closings will not be tolerated and may result in a fine or termination of the License Agreement. Licensor requires the Licensee to remain open, staffed and fully stocked throughout the agreement period.
- Display and Signage: All displays and signage must be approved in advance by Licensor or its agents. Licensee shall immediately remove any displays or other items, if requested, by Licensor or its agent. All signage must be professionally produced or of professional quality. No balloons, banners, neon, magic marker, stencil or handwritten signs are permitted. Signage should be kept to a minimum with no more than (4) 8 x 10 signs displayed at any given time. (no more than two 8 x 10 signs on each side of cart) All displays are restricted to the actual RMU. No ancillary fixtures, signage or inventory may sit on the floor. No exceptions to this rule shall be allowed without prior written approval from center management. Licensee shall have shall obtain center management's approval for the d/b/a signage.
- Advertising and Solicitation: Licensee shall not use any advertising medium which can be heard or experienced outside of four feet from the RMU/ cart, including but not limited to: flashing lights, balloons, search lights, loud speakers, CD or tape players, odors, radios or televisions, "barking & hawking", or any similar forms of solicitation or badgering of shoppers.
- Maintenance: Licensee shall keep their area in a clean and safe condition. All areas must be free of liter, cartons, boxes, coats, purses, food, drink bottles, cups or other personal items, newspapers, storage containers, phone books, cleaning products, etc. All trash receptacles should be kept out of sight. Licensee is required to keep the RMU/cart completely clean by dusting and wiping down the RMU/ cart, fixtures and lights.
- Trash Disposal: All Common Area merchants are expected to promptly dispose of any trash in one of the 3 service court compactors located around the mall. NEVER use the mall common area trashcans for disposal of boxes and/or trash materials after restocking. A lease plan can be provided for your convenience in finding the closest compactor to your location.
- Alterations: Licensee may not make any alteration to the physical structure of the Shopping Center nor drive or attach any nails, tape, or other materials to any part or the Shopping Center and its equipment. Any damage to the Center or its property caused by the Licensee, Licensee's employees, etc. will result in Licensee's requirement to pay for all repairs including materials and labor.
- Set-Up and Tear Down: All set-up, deliveries, re-stocking and tear down must be done through the service corridors. No deliveries may be made through the center's public entrances. This must be done during the hours the Shopping Center is closed. Licensees must provide their own dolly or cart as the center is unable to provide these items.
- Fixtures: Any and all fixtures/props provided by the Licensor must be returned in their original condition. Any damage noted upon return will result in Licensee being required to pay for repair and/or replacement.
- Losses: Theft, loss or damage to merchandise and personal property is the sole risk and responsibility of the Licensee.

- **Insurance:** A Certificate of Insurance will be provided to the Mall Management office showing coverage as designated in the License Agreement. The certificate must name the business entity specified as Licensor on your license and any management company if different from Licensor. Additional Insured and Certificate Holder as follows:

Certificate Holder: Stonecrest Mall SPE, LLC

Additional Insureds:

Forest City Enterprises, Inc.

Forest City Commercial Mgmt Inc.

Acting as Authorized Agent for Stonecrest Mall SPE LLC

“Owner”

If the minimum insurance requirements have not been met or the additional insured wording is not listed as above, the Licensee will not be permitted to set-up.

- **Licensee Contact:** As part of the License Agreement, Licensee shall furnish to the Mall Management Office the name, social security number, address, tax ID number and telephone number of the contact person(s) responsible for daily operations and emergencies.
- **Sampling:** Distribution of materials or sampling of food/drinks or any other means of product sampling must be approved by Mall Management.
- **Return and Exchange Policy:** All employees must be aware of the Licensee' s return and exchange policy. The return/exchange policy must be printed and visibly displayed on the RMU so that the customer has an opportunity to make an informed decision prior to purchase. HOWEVER, at the sole discretion of Licensor, Licensor may override merchant policy in order to satisfy a Stonecrest customer.
- **Parking:** Licensee and its employees shall park in designated areas, where applicable. Licensee shall not park any camper, recreation vehicle, trailer, bus, large truck or other vehicles which exceed the size of an individual parking space. Licensee shall not park any vehicle on the Shopping Center property overnight. Licensee may not use any portion of the Shopping Center property for lodging purposes.
- **Gift Certificates:** Every Licensee is expected to accept The Mall at Stonecrest Gift Cards.
- **Early Entry or After Hour Notification:** Licensees are required to notify the Licensor of early entry or after hour stay late. These may be arranged by contacting the mall office.
- **Merchandise Content:** Any and all material determined by the Licensor to be inappropriate and/or in poor taste for the community and/or Licensor shall be prohibited. Licensor will have to right to have merchandise removed which is deemed outside the use clause of your License Agreement. Refusal to remove merchandise at the request of the Licensor may result in termination of the license.
- **Dress Code:** Your professional image is very important and Licensee and its employees must be in appropriate attire at all times. PROHIBITED attire includes: jeans, miniskirts, jeans, sweatpants, ripped/torn pants, midriff shirts, low-rider pants, t-shirts with written or printed material, exposed undergarments, head bandanas, baseball caps, wave caps. Flip flops are PROHIBITED. Tennis shoes & sneakers are allowed as long as they are not torn or ragged. Management will make final determination of "appropriate" attire and any personnel deemed inappropriate will be asked to leave and the RMU will be closed for the day.

Failure to abide by any of the above Rules and/or Guidelines may result in a fine of \$50.00 per day for each & every violation. (payment will be due immediately upon request). Additionally you may be asked to close your business location until such time that violation has been corrected AND Licensor may exercise its right of termination due to a default in the terms of the License Agreement. In such case that Licensor is required to close a business location, Licensee will NOT receive any rent adjustment for downtime.

Licensee

Date

Licensor

Date
