Freedom Fest Registration

Tuesday, July 3, 2018 10:00 am till 10:00 pm

Organization/Vendor/Group Name:					
Address:					
Phone:					
Contact Person(s) and Phone #'s:					
Describe in detail all items to be sold or distributed or se (Stage, simple sound system and electric will be provide	ervice rendered; if music, what genr	es:			
Circle when you will be here: Daytime (10:00-5:00 pm					
Inside or outside: (restrictions will apply to inside vendo	ors.)				
Signature of representative:					

Additional Information:

- All items must be new and unused; (no yard sales).
- All items/services must be approved to meet guidelines.
- Craft items are welcome.
- Safety is the top concern.

Mail entry forms to:
Or drop off at:

Call with any questions:

S & E Enterprise, LLC 275 South Side Mall Road Suite 100

South Williamson, KY 41503 606-237-1200

Fax: 606-237-1202

E-mail: <u>southsidemall275@hotmail.com</u> Web Address: <u>www.southsidemall.net</u>



GENERAL RELEASE AND INDEMITY AGREEMENT

PROMOTION: Freedom Fest DATES: July 3, 2018

WHEREAS, the undersigned, has (have) requested permission, authorization and license to enter upon the premises comprising the above name shopping center for a purpose and business of my (our) own for potential profit or other valuable consideration to me (us) and not as an invitee upon said premises, and at my (our) own risk.

NOW THEREFORE, in consideration thereof the undersigned does (do) hereby covenant and agree with the above named entity owning Shopping Center (hereinafter called "Owner") and its manager S & E Enterprise, LLC its affiliate (collectively, the "Manager") and their respective partners, participants, trustees, beneficiaries, shareholders, officers, directors, employees, contractors, agents, successors and assigns.

THAT THE UNDERSIGNED FOR HIMSELF (herself, themselves), and his (hers, their) heirs, executors, administrators, successors and assigns does (do) hereby forever exonerate, release, acquit and discharge Owner and Manager and their respective partners, participants, trustees, beneficiaries, shareholders, officers, directors, employees, contractors, agents, successors and assigns from any and all claims, demands, actions, suits, debts, liabilities, and causes of action of every nature which the undersigned might have against the Owner, or the Manager of their respective partners, partners, participants, trustees, beneficiaries, shareholders, directors, employees, contractors, agents, successors and assigns by reason of any damage, loss of injury, either, to person or property, or both, resulting from the entry by the undersigned on the premises and the conducting of its personal business regardless of activities of any other character on the premises by the undersigned occurring within such period and the undersigned shall never be considered an invitee of Owner or the Manager during such period.

The undersigned does (do) hereby agree to indemnify, defend and hold Owner and the Manager and their respective partners, participants, trustees, beneficiaries, shareholders, officers, directors, employees, contractors, agents, successors and assigns forever free and harmless from and against any and all claims, demands, actions, suits, debts, liabilities, and causes or action. Loss, cost and expense, including, without limitation, any and all claims of any third party for injury to person or damage to property arising out of or as a result of (i) the conduct of such business or activities by or on behalf of the undersigned upon the premises, or (ii) any negligent or wrongful acts or omissions or the undersigned or its employees, contractor or agents.

Mall Rules:

- 1. Participant(s) shall not permit any use, practice, or condition which shall constitute a hindrance or danger to the safe and orderly flow of either pedestrian or vehicular traffic in the Common Areas and on the streets or allevs in the vicinity of the Mall.
- 2. Participant(s) agrees not to (1) permit any unlawful or immoral practice to be carried on, at or committee in the Premises or the Mall; (2) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance herein; (3) keep or use or permit to be kept or used on the Premises any inflammable fluids or explosives without each instance obtaining the prior written approval of Landlord; (4) use the Premises for any purpose whatsoever which might create a nuisance or injure the Premises or the Mall; (5) deface or injure the Premises or the Mall; (6) commit or suffer any waste; or (7) use the name of the mall except as the address of the Tenant's business or use pictures of the Mall: (8) Quiet Enjoyment, tenants must be allowed to operate businesses and sound systems can't be played in a way to disturb business.
- 3. Participant(s) shall not permit any use, practice, or condition which shall constitute a hindrance or danger to the safe and orderly flow of either pedestrian or vehicular traffic in the Common Areas and on the streets or alleys in the vicinity of the Mall.
- 4. Participant(s) shall report all theft, robbery, lost items, accidents, and other incidents to the Mall office (606-237-1200) or Mall Security (606-237-1233).

Name of Group or Person or Business (please print): _			
By (signature):			
Address:			
Phone:	dated this	day of	, 2018
ess by Mall Employee			

OPERATING RULES FOR COMMON AREA PARKING LOT EVENTS AT SOUTH SIDE MALL

- 1. VENDOR/ORGANIZATION SHALL KEEP THE BOOTH OPEN FOR BUSINESS AND MANNED DURING SCHEDULED SHOW HOURS.
- VENDOR/ORGANIZATION SHALL NOT DISPLAY ITEMS OUTSIDE DESIGNATED BOOTH SPACE AND SHALL KEEP BOOTH AND ANY DISPLAYS IN SAFE, CLEAN, AND PROPER MANNER. MUST COMPLY WITH ALLOWED USAGE FOR EVENT.
- VENDOR/ORGANIZATION SHALL BE RESPONSIBLE FOR PROMPT TRASH REMOVAL.
- 4. VENDOR/ORGANIZATION SHALL PROVIDE ALL NECESSARY DISPLAY BOARDS, ENCLOSURES, AND SIGNS. ALL SIGNS USED ON THE PREMISES MUST BE PROFESSIONALLY PRINTED. (NO HAND-WRITTEN SIGNS.)
- 5. VENDOR/ORGANIZATION SHALL FURNISH AND PAY FOR ALL LABOR NEEDED TO SET UP AND TAKE DOWN ITS DISPLAYS, IF ANY.
- VENDOR/ORGANIZATION SHALL DISPLAY CUSTOMER SALES RETURN POLICY, IF APPLICABLE.
- VENDOR/ORGANIZATION SHALL NOT PERMIT LOITERING AT THE PREMISES.
- 8. VENDOR/ORGANIZATION SHALL SECURE AND BE RESPONSIBLE FOR DISPLAY AT CLOSE OF BUSINESS. SOUTH SIDE MALL ASSUMES NO LIABILITY FOR YOUR MERCHANDISE, DISPLAY, OR POSSESSIONS.
- 9. VENDOR/ORGANIZATION SHALL ABIDE BY ALL RULES AND REGULATIONS ESTABLISHED BY SOUTH SIDE MALL WITH RESPECT TO THE COMMON AREAS, FACILITIES, IMPROVEMENTS, SIDEWALKS, AND TENANT RELATIONS.
- 10. RUNNING, HORSEPLAY, THROWING OF ANY TYPE OF OBJECT; THE USE OF SKATES, SKATEBOARDS OR THE LIKE ON THE PREMISES IS PROHIBITED. ABSOLUTELY NO DISRUPTIVE CONDUCT OF ANY NATURE WILL BE TOLERATED.
- 11. NO PROFANITY MAY BE USED.
- 12. NO ALCOHOLIC BEVERAGES ALLOWED ON THE PREMISES
- 13. NO ELECTRICAL WIRING WILL BE LAID THAT WOULD CREATE A HAZARD TO PEDESTRIAN/VEHICLE TRAFFIC. APPROVED TAPE OR APPROPRIATE FLOOR COVERING IS MANDATORY TO SECURE ELECTRICAL CORDS AND MUST BE NO LESS THAN 3" IN WIDTH.
- 14. BOOTH MUST BE SET UP IN A MANNER THAT WOULD NOT CREATE A HAZARD TO PEDESTRIAN/VEHICLE TRAFFIC.
- 15. ABSOLUTELY NOTHING MAY BE ATTACHED TO ANY FIXTURE IN THE SHOPPING CENTER, OR TO THE BUILDING ITSELF.
- 16. ALL VENDORS/ORGANIZATION WHO WISH TO SELL MERCHANDISE AT THE SOUTH SIDE MALL ARE SUBJECT TO A SIGNED SPECIALTY LEASING AGREEMENT PRIOR TO THE SCHEDULED EVENT.
- 17. VENDOR/ORGANIZATION SHALL NOT HAVE ANY FLAMMABLE OR COMBUSTIBLE LIQUIDS OF ANY TYPE ON THE MALL PREMISES.
- 18. IN THE EVENT ANY ONE OR A NUMBER OF RULES AS LISTED ABOVE ARE NOT COMPLIED WITH, THE SOUTH SIDE MALL HAS THE RIGHT TO ASK VENDOR/ORGANIZATION TO VACATE PREMISES.
- 19. I ACKNOWLEDGE I HAVE READ THE ATTACHED CODE OF CONDUCT FOR THE SOUTH SIDE MALL AND REALIZE I MUST ABIDE BY THESE RULES.

20.	ALLOWED USAGE FOR VENDOR:	

VENDOR/ORGANIZATION NAME:				
VENDOR/ORGANIZATION RESPRESENTIVE SIGNATURE:				
DATE:				
PHONE:				
ADDRESS:				

PLEASE RETURN THE ORGINIAL COPY SIGNED AND DATED TO THE SOUTH SIDE MALL OFFICE AS SOON AS POSSIBLE. ANY VENDOR/ORGANIZATION THAT HAS NOT RETURNED THE SIGNED FORM WILL NOT BE PERMITTED TO SET UP ON THE SHOW DATE.

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT:

SHERYLE SULLIVAN MALL MANAGER

SOUTH SIDE MALL 275 SOUTH SIDE MALL RD SUITE 100 SOUTH WILLIAMSON, KY 41503 PHONE: 606-237-1200

PHONE: 606-237-1200 FAX: 606-237-1202

E-MAIL: southsidemall275@hotmail.com



For comfort, safety, convenience and to provide a pleasant shopping experience for all of our guests of this privately-owned property, we ask that all patrons abide by the following rules:

- 1. Congregating and loitering in such a way as to cause inconvenience or alarm to others is prohibited. Groups must keep moving and not block the exits to the mall or stores.
- 2. Seating areas are provided for the convenience of shoppers.
- 3. Tables and chairs are provided for restaurant customers while eating.
- 4. Obscene gestures, profanity, loud, rude, disruptive or threatening or sexually explicit behavior, as well as audible playing of music devices interferes with a pleasant shopping experience for our guests and will not be tolerated.
- 5. Running, horseplay, throwing of any type of object; the use of skates, skateboards or the like on the premises is prohibited. Absolutely no disruptive conduct of any nature will be tolerated.
- 6. Littering creates unsightly conditions as well as hazards to our guests. Please use trash receptacles found throughout the mall.
- 7. Smoking is prohibited in the mall.
- 8. Soliciting, handbills, and peddling are not permitted on mall property. Report to the mall office to inquire about proper procedures.
- 9. Appropriate attire and shoes must be worn. Profanity and obscene language on clothing prohibited; no open shirts allowed. Hoods can't be worn in the mall.
- 10. All animals are prohibited with the exception of Seeing Eye dogs.
- 11. Unauthorized use of the mall, parking lot or any area of the mall's property may be offensive to our guests and is prohibited without written permission from mall management.
- 12. Any act which causes risk of physical harm to persons or property is prohibited.
- 13. Any act defined by Federal, State or Local statutes or ordinances as a criminal act is prohibited.
- 14. Possession of any weapon, whether legal or not, is prohibited. Federal, State and Local Law Enforcement personnel who carry weapons are excluded, but they should make an attempt to carry them in such a manner to keep from causing alarm to guests.
- 15. No video or picture taking is allowed in the mall without prior approval from mall management.
- 16. The mall assumes NO responsibility for children left unattended in the mall. It is the parent's responsibility to oversee their children and make sure they are picked up at mall closing.

These rules are not all inclusive of every behavior that is to be regulated on mall property. South Side Mall reserves the right to prohibit any behavior or actions which we feel may be inappropriate, alarming or annoying to our guests. Your cooperation in abiding by our rules is appreciated. South Side Mall reserves the right to request that those who refuse to comply leave the property; those refusing to do so will be subject to prosecution and banning from the mall.