

The Shops at Wiregrass
Rules for Non-Commercial Activities or Performances

A. Introduction

The Shops at Wiregrass is a privately owned and an operated shopping center and has not at any time been dedicated to public uses. The Shops at Wiregrass' sole purpose is that of a commercial shopping center. The various merchants within The Shops at Wiregrass pay rent for the opportunity to sell their merchandise and services to patrons of the shopping centers in an environment designed to maximize customer satisfaction.

Individuals and groups may be allowed access to a designated area of The Shops at Wiregrass for purposes other than shopping, subject to reasonable time, place and manner rules. The following rules are intended as reasonable time, place and manner rules for such activity. Each of these rules shall be interpreted to achieve the purpose for which The Shops at Wiregrass is operated, and to protect the valuable property rights of the owners of The Shops at Wiregrass and the businesses of the merchants located in the shopping center.

Any activity not sponsored by The Shops at Wiregrass, nor allowed by law, is expressly prohibited on The Shops at Wiregrass property. Neither the enforcement of the rules nor any activity permitted by these rules shall constitute or be deemed to constitute a dedication of the shopping center to public uses, nor shall it be construed or interpreted as consent or a waiver of the private property rights of the owners of The Shops at Wiregrass.

B. Definitions

1. Non-Commercial Expressive Activity

“Non-commercial expressive activity” is that activity which is designated to obtain signatures on petitions directed to a governmental body or official, to register voters, and/or to familiarize individuals with non-commercial subjects. The staging of performances and demonstrations are not permitted as “non-commercial expressive activity.” Non-commercial expressive activity is anticipated to result in individual or one-on-one communications as opposed to communications intended for a group of people simultaneously.

2. Applicant

“Applicant” is the organization, group or person requesting access including all persons entering The Shops at Wiregrass pursuant to an approved application.

3. Participants

“Participants” are the individuals who engage in the Activity pursuant to an approved application.

4. Activity

“Activity” is the activity sought to be engaged in by the Applicant.

5. Approved Area

“Approved Area” is the area selected by The Shops at Wiregrass identified on The Shops at Wiregrass lease plan (Exhibit A), available for use on the particular date(s) desired by the Applicant.

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C. Application for use of Common Area

1. Every person desiring to use The Shops at Wiregrass premises for permitted activities must apply to The Shops at Wiregrass Management Office for permission to use the shopping centers property. The application (Exhibit B) must be completed in full and received in the Management Office by 5:00pm on the **fourteenth (14) day** preceding the date and time desired for the proposed activities. No application submitted more than **twenty (20) business days** before the date of the proposed activity will be accepted. Business hours of the Management Office of The Shops at Wiregrass are **8:00am to 5:00pm**, Monday through Friday, excluding legal holidays.
2. The application must be accompanied by copies of any and all petitions, literature, leaflets, text or photograph of any signs intended to be used by the Applicant, any permits, licenses and/or other documentation, if any, which Applicant is required to obtain from any governmental agency to engage in the Activity.
3. The Shops at Wiregrass Management will review the application to ensure that the proposed Activity is permitted pursuant to these rules. The Shops at Wiregrass Management will confirm its response within **7 days** of receipt of application. The Shops at Wiregrass Management will return the application via the United States Postal Service if the application is denied.
4. If approved, a copy of the approved application will be returned to the Applicant upon check-in. A copy of the approved application must be maintained by the Applicant at the approved area at all times the Activity is being conducted and must be made available upon request to The Shops at Wiregrass Management or Public Safety.
5. Any Applicant may originally request use of The Shops at Wiregrass property for up to two (2) consecutive days if:
 - i. There are designated areas not being used or scheduled to be used; and
 - ii. Applicant notifies The Shops at Wiregrass Management before 5:00pm on the business day preceding the last day of the previously approved activity.
 - iii. Any one Applicant will only be approved for access a maximum of two (2) days within a 90-day period.
6. If an Applicant is approved but a Designated Area is not available for the date and time requested, the Applicant will be advised of the first alternate date following the requested day when a Designated Area is available. An Applicant must confirm its intent to use the alternate date within two business days after being notified of the alternate available date.

D. Fees and Indemnification Agreements

1. If the Activity poses a risk of damage to property, although not one sufficient to necessitate Applicant obtain insurance, as set forth below, a deposit sufficient to protect The Shops at Wiregrass from the risk shall be required. All deposits shall be made by cashier's check or money order. Deposits, less any expense incurred by

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The Shops at Wiregrass for clean up or repair, shall be refunded (or the original cashier's check or money order will be returned) within two (2) weeks after the Activity has ended. If any expense incurred by The Shops at Wiregrass exceeds the amount of the deposit, such additional expense shall be paid by the Applicant, within seven (7) days following receipt of a written request by The Shops at Wiregrass Management. No subsequent extension or application by the Applicant will be approved until such excess costs are paid in full.

2. Every Applicant (if the Applicant is an individual or corporation), or an individual representative of Applicant, shall sign an Indemnification Agreement agreeing to indemnify and hold harmless The Shops at Wiregrass, its owner, management and merchants from any damage or loss directly caused by the Applicant's (and its participants) intentional violation of these Rules. This Indemnification Agreement is part of the Application and must be submitted prior to the Activity being commenced. (See Exhibit C)

E. Insurance

If the nature of the Activity creates a risk of injury or damage to persons or property, and if that risk warrants special insurance protection, then Applicant must purchase and carry the necessary insurance coverage. The Shops at Wiregrass Management will make the determination of whether special insurance protection is necessary, in its sole discretion. The insurance policy shall name as additional insured:

LOCATION: GOODFOREST, LLC, FOREST CITY ENTERPRISES INC., FOREST CITY COMMERCIAL MANAGEMENT, INC. AND THEIR SUBSIDIARIES AND AFFILIATES.

F. Location

The Activity shall only be conducted in the approved areas selected by the Applicant from those designated areas set forth on the property's lease plan (Exhibit A) and available for use. Once selected for that day, Applicant may not change the approved area. The designated areas are available on a first come, first available basis.

G. Hours

Activity permitted under these Rules shall be allowed during the hours that The Shops at Wiregrass is open for business to the public.

H. Participants

All persons engaging in the activity on behalf of the Applicant must be listed on the application as approved by The Shops at Wiregrass Management. The list of participants may be supplemented by the Applicant after submission of the initial application. All persons must notify The Shops at Wiregrass Management each time they arrive at The Shops at Wiregrass to commence the Activity, and when they have finished the Activity for that day. Check-in will include providing a valid, current government-issued photo identification

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and signing a list reflecting that the person has read these Rules and agrees to abide by the Rules.

I. Furniture

All organizations and/or **groups are responsible for bringing their own equipment/supplies** such as: sound system, speakers, microphones, lighting, extension cords, power strips, electrical tape, flatbeds, dollies, water, etc. the shopping center will NOT provide such equipment. Extension cords are not permitted across walkways. For Center Court performances, groups may perform on the existing stage. Electrical access is available at the Center Court stage.

All display and equipment set-up and break-down must be done before and/or after Shopping Center hours unless pre-approved by Management. Shopping Center hours vary depending on the day of the week and special or holiday hours. Management can provide the Shopping Center hours applicable to the date(s) of your performance, event or activity. The premises occupied must be left in the same condition or orderliness and cleanliness as when received.

J. Signage and Written Material

1. No banner, sign, poster, placard, display or written material shall interfere with the commercial purpose of The Shops at Wiregrass or its tenants, or contain or depict “fighting words”, obscenities, pornography, grisly or gruesome displays, highly inflammatory slogans likely to provoke a disturbance, or racial, religious or ethnic slurs.

The Shops at Wiregrass reserves the right to remove any material not previously submitted and approved with Application for use.

2. Nothing shall be affixed, attached, mounted or placed on The Shops at Wiregrass property other than as specifically set forth in these Rules. No materials may be affixed to The Shops at Wiregrass furniture in such a manner as to deface, damage or destroy such furniture.
3. Nothing shall be placed on the property of any tenant or patron of The Shops at Wiregrass.
4. No banners, signs, posters or placards shall be carried by any participant. (This does not prohibit carrying of clipboards or leaflets.)

K. Light and Noise Level

1. All communications must be such that they do not create noise of sufficient volume to impinge on the hearing or peace of the general public, as opposed to those persons within a few feet of Applicant. No yelling or “hawking” is allowed.
2. No Applicant shall use, operate or permit to be played any musical instrument or any device, instrument or equipment for the reproduction or amplification of sound in a manner which:

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- i. Interferes with the commercial purpose of The Shops at Wiregrass or its tenants or creates a highly inflammatory or confrontational atmosphere likely to lead a disturbance; or
 - ii. Projects, anthems or slogans that contain “fighting words,” obscenities, racial, ethnic or religious slurs.
3. No display, visual aid or device having moving parts which might expose the public or The Shops at Wiregrass business to danger or injury, or which threaten the health and safety of those present in The Shops at Wiregrass, will be permitted.

L. Decorum

No Applicant shall use physical force, obscene language or gestures, physically or verbally threaten any person, engage in fighting or raucous activity, or create any disturbance which is disruptive to The Shops at Wiregrass commercial function.

M. Conduct

1. No participant shall engage in any of the following:
 - i. Impede, obstruct or interfere with any patron or tenant of The Shops at Wiregrass, or with the free flow of pedestrian traffic, including ingress and egress to and from The Shops at Wiregrass and its tenants or with patrons’ visions of windows and other display. This Rule does not preclude Applicant from approaching or speaking to patrons within the Approved Area. Applicant may not physically prevent a patron from proceeding in any direction.
 - ii. Create litter or safety hazards of any kind or throw, discard, deposit any paper, glass or matter of any kind in The Shops at Wiregrass except in designated trash receptacles.
 - iii. Eat, drink or smoke within the Approved Areas.
 - iv. Deface, damage, destroy or remove any real or personal property constituting part of or located in or on The Shops at Wiregrass and belonging to The Shops at Wiregrass, its patrons or its tenants.
2. Each participant shall be neat in appearance and at all times shall be fully clothed, including shoes and shirts.
3. Each Applicant must comply with all federal, state and local laws and ordinances which regulate the Activity and must register with all governmental agencies, if any, and obtain all licenses, permits and/or other documents, if any, as is required by law.
4. Each Applicant shall be responsible to ensure that the Approved Area and the areas surrounding it are clean, neat and free and clear of trash and refuse related to the Applicant’s Activity. Applicant shall be responsible for cleaning up any debris or garbage caused by the Activity, including picking up and properly disposing of leaflets, handbills and flyers distributed or made available to The Shops at Wiregrass as part of the activity.

Participants shall keep all personal items, such as purses, briefcases, supplies and extra materials, under the table in a safe, neat and orderly manner. Applicants not using a table

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will not place or leave personal items on The Shops at Wiregrass property. No property may be deposited with The Shops at Wiregrass Management, Maintenance or Public Safety. All personal property left unattended for more than 10 minutes may be removed and treated as abandoned property. The Shops at Wiregrass shall not be responsible for injury, loss or damage to Applicant or its property.

N. Non-Affiliation

Applicant shall make no express or implied representations that the owner or manager of The Shops at Wiregrass, or any department store or tenant within The Shops at Wiregrass, sponsors or supports a view, belief or request contained in any petition, statement or literature being disseminated or exhibited by Applicant. The Shops at Wiregrass reserves the right to place a sign on the Applicant's table or in Applicant's Approved Area stating The Shops at Wiregrass' non-affiliation with Applicant's Activity.

O. Enforcement

1. The Shops at Wiregrass Management reserves the right to take any appropriate action, including without limitation, necessary legal action, to ensure compliance with these Rules.
2. First-time violations of these Rules shall result in warnings and termination or cancellation of that Applicant or participant's rights on that day. A second violation of the same rule or a different rule or a refusal to comply with the Rules shall result in termination of the Applicant's rights (including possible arrest and removal from The Shops at Wiregrass) for a period of not less than six (6) months. An Applicant once banned for six (6) months who violates the Rules on a subsequent occasion will be permanently banned from The Shops at Wiregrass.
3. The Shops at Wiregrass' approval of an Applicant's activity may be terminated and revoked, and a ban may be placed on future activity by Applicant, upon the occurrence of any of the following:
 - i. Any transfer or attempted transfer of an approved application by the Applicant.
 - ii. Any statement or representation in the application concerning a material matter which is determined to be false, or omits to state a material fact necessary to make the statement or representation not misleading, or conceals any material fact which would affect the approval of the application.
 - iii. Any violation of any applicable law or ordinance in The Shops at Wiregrass.
 - iv. Any failure by Applicant to comply with the reasonable requests of The Shops at Wiregrass Management and Public Safety.
4. If an Applicant fails to appear after being advised that its Application was approved, or fails to occupy a Designated Area during approved hours, such failure will be considered an abandonment of the right to engage in the Activity for the entire time period for which access was sought. If an Applicant fails to appear to engage in approved Activity and/or abandons use of an Approved Area, the Applicant will not be approved for future Activity for a six (6) month period.

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5. There will be no exceptions to any of these Rules. Inadvertent failure to enforce one or more Rules does not constitute acquiescence nor is it a waiver of The Shops at Wiregrass Management's right to enforce the Rules.

P. Arbitration

At the option of The Shops at Wiregrass Management, any controversy or claim arising out of these Rules, including, but not limited to, the interpretation, the enforceability or the breach of these Rules, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and Judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction.

Q. Miscellaneous

1. Neither these Rules nor any approved application shall be deemed or construed as creating a proprietary relationship of landlord and tenant or fiduciary relationship or joint venture between The Shops at Wiregrass and Applicant.
2. To retain the ability to adapt to new or changing circumstances, The Shops at Wiregrass reserves the continuing right, without necessity of advance notice or hearing, to alter, amend, notify, change or terminate these Rules, or any of them, and/or to make new or different rules. When any application activity is or will be affected by any change in these Rules, the Applicant will promptly be notified of such changes and be given a copy of any new or modified Rule(s).



By initialing all pages and signing below, I certify that I have read and understand the Rules for use of the designated Common Areas and thereby agree to comply with all terms and conditions set forth therein.

Signed: _____

Date: _____

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