

LAKEVIEW SQUARE MALL COMMUNITY ROOM CONDITIONS OF USE

Lakeview Square Mall makes its Community Room available as a convenience to our tenants and the local community for **business and group meetings as well as birthdays, baby showers & other events.**

The Community Room is located between Deb Shop & Victoria's Secret. The room is available on a reservation basis only. **Pre-paid** reservations can be made up to three (3) months in advance on a first-come, first-serve basis. A deposit must be on file to hold a date/time.

The Community Room accommodates approximately 100 people seated. 100 chairs and 7 tables are in the room to use as needed, however, **room setup and breakdown are your responsibility.** Please allow time at the end of your meeting to return the room to its original condition.

FEES	<u>NON-PROFIT</u>	<u>ALL OTHERS</u>
Community Room Use Fee	\$0.00	\$75.00
Security Deposit	\$50.00	\$50.00

The security deposit should be issued as a separate check. Checks should be made payable to: **5775 Beckley Road Holdings, LLC.** Non-profit groups who charge attendance fees may also be subject to a use fee.

TO RESERVE THE COMMUNITY ROOM

Complete and return the "Application for Temporary Use" and "Hold Harmless Agreement" contained in this package. **All payments must accompany your application and should be received at least two weeks in advance** in order to be processed for approval. (This applies to the booking of additional dates as well.) Please send your application package to:

Lakeview Square Mall Management
5775 Beckley Road
Battle Creek, MI 49015

Management Office hours are: 8:30 a.m. to 5:00 p.m., Monday - Friday.

**PLEASE CONTACT THE OFFICE AT (269) 979-2225 TO CONFIRM THAT
YOUR APPLICATION WAS RECEIVED AND APPROVED.**

CANCELLATIONS

Lakeview Square Mall reserves the right to cancel any reservation with a minimum of two (2) weeks notice. All payments will be refunded under these circumstances. Cancellations made by the group may result in loss of deposit and/or other use fees.

LAKEVIEW SQUARE MALL COMMUNITY ROOM RULES AND REGULATIONS

The following "Rules and Regulations" are part of the "Use Agreement" pertaining to the Lakeview Square Mall Community Room. Should you have any questions regarding this information, please feel free to contact the Event Coordinator at: **(269) 979- 2225**.

1. All meetings shall be conducted during **recognized hours** only.
2. **Smoking is not permitted** in the Community Room or within any area of the mall. However, we have a designated smoking area 20ft from the entrances.
3. **Please do not post any signs** in the outdoor areas or interior of the mall, except directly inside the Community Room itself. **For directions**, we suggest that you tell attendees to take the **Exit 98A** off of I-94. When exiting the freeway, turn onto Beckley Road. Have participants park on the North side of the building. They can enter through the entrance next to Dunham's. Some groups have also chosen to place a group member at this entryway to direct guests to the Community Room.
4. Any **advertising** of the event shall be at the discretion of Lakeview Square Mall Management.
5. Please inform your group to **park in the perimeters of the parking lot**, so that we may leave ample space for shopping center customers.
6. **Assembly** is to be held **in the room** to avoid congestion and noise in mall.
7. The use of the Community Room must be approved by Mall Management, so please disclose the purpose of reserving the room when completing the application paperwork.
8. If tickets or attendance fees are required, these **financial transactions** need to be handled prior to your reservation at Lakeview Square Mall.
9. Consumption of **alcoholic beverages** of any kind is strictly prohibited.
10. We ask that you **do not attach anything** to the walls in the Community Room. .
11. Please be advised that you may be held financially **accountable for** replacement or repair of any **Community Room property** which may have been damaged or stolen while the Room was in your possession.
12. Any props or equipment, which you need for your meeting, should be delivered and picked up the day of the meeting. **Overnight storage is not available.**
13. Neither Lakeview Square Mall nor its employees are responsible for **lost or damaged articles**.

14. Lakeview Square Mall users are responsible for both **arranging the Room** to their specifications and returning it to its original order. Please leave ample time before and after your meeting to do so.
15. **Cooking is not permitted** in the Room. However, light refreshments, such as coffee and finger food may be served.
16. The Community Room should be **left reasonably clean** in order for your security deposit to be returned. If you are expecting a large crowd and serving refreshments, please bring **extra garbage bags**, as the room is not equipped to handle much refuse.
17. **Electrical equipment**, such as coffee pots and overheads, are welcomed. Please follow the attached "Electrical usage" information for specific instructions.
18. Children should be supervised by an adult **at all times**. Children should also be kept from roaming the hallways and playing in the mall Common Area.
20. Please note that your engagement at Lakeview Square Mall is limited to the **specific activity, dates and times, which** you list on your application form. Any deviations or changes need to be addressed with Lakeview Square Mall Management prior to your actual engagement.
21. Any **severe disturbances** or unlawful activity created by your group will be directed to the appropriate local authorities.
22. **Violations** of any part of these "Rules and Regulations" may cause future denial of use in addition to forfeiture of deposit.

**LAKEVIEW SQUARE MALL COMMUNITY ROOM
APPLICATION FOR TEMPORARY USE**

Today's Date: _____ Amounts Enclosed: \$ _____

Organization Name: _____

Contact Person: _____ Title: _____

Address: _____ Zip: _____

Phone #: _____ Non-Profit: Yes _____ No _____

Are participants charged for attendance? Yes _____ No _____

If yes, cost per person? \$ _____

Exact nature of meeting: _____

Requested Date(s) of use: _____

Requested Time(s) of use: _____

Check one: Keep my deposit on file _____ Return my deposit after the meeting _____

Equipment you will bring: _____

I have read, understand, and agree on behalf of _____

to comply with the Town Center Community Room "Conditions of Use" and "Rules and Regulations". _____

Signature of Authorized Agent

Please return this APPLICATION, HOLD HARMLESS AGREEMENT and fees to:

Lakeview Square Mall Management
5775 Beckley Road
Battle Creek, MI 49015

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OFFICE USE ONLY

Approved by: _____ Date: _____

Fees Received: _____ Security Deposit: Yes _____ No _____

**5775 Beckley Road Holdings, LLC.
LAKEVIEW SQUARE MALL**

HOLD HARMLESS AGREEMENT

Common Area user (“Indemnitor”) shall indemnify, defend, protect and hold harmless, LAKEVIEW SQUARE MALL, and their owners, managers, agents, and employees (“Indemnitees”) from and against any and all losses, penalties, costs (including attorney’s fees), damages, expenses and liabilities (including statutory liability and liability under Workers’ Compensation laws) of any kind which may be brought or imposed upon Indemnitor in connection with claims for damages as a result of injury or death of any person and/or property damage to any property which arises from or in any manner grows out of the use of the Common Area, or any area of LAKEVIEW SQUARE MALL.

In the event any action, suit or proceeding is brought against Indemnitee by reason of any such occurrence, Indemnitor, upon Indemnitee’s request, will at Indemnitor’s expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated either by Indemnitor or by the insurer whose policy covers the occurrence and in either case approved by Indemnitee. The obligations of Indemnitor under this agreement shall survive the termination or cessation of events to be conducted in accordance with the use of any of these areas.

Organization: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____