

MORENO VALLEY MALL COMMUNITY ROOM

CONDITIONS OF USE

Moreno Valley Mall makes its Community Room available as a convenience to our tenants and the local community for **business and group meetings only**.

The Community Room is located on the second level of the south side of the mall which is located at 22500 Town Circle, Suite 2090. The room is available **Monday - Friday, 8:00 a.m. to 9:00 p.m., Saturdays, 8:00 a.m. to 8:00 p.m., and Sundays 9:00 a.m. to 7:00 p.m.** **Pre-paid** reservations can be made up to three (3) months in advance on a first-come, first-serve basis.

The Community Room accommodates approximately 30 people seated. 30 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	\$100.00
Cleaning Fee	25.00	25.00
Security Deposit	100.00	100.00

The security deposit should be issued as a separate check. Checks should be made payable to: **2250 Town Circle 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:

Moreno Valley Mall Management
22500 Town Circle, Suite 1206
Moreno Valley, CA 92553

Management Office hours are: 8:00 a.m. to 5:00 p.m., Monday - Friday. **PLEASE CONTACT THE OFFICE AT (951) 653-1177 TO CONFIRM THAT YOUR APPLICATION WAS RECEIVED AND APPROVED.**

CANCELLATIONS

Moreno Valley Mall reserves the right to cancel any engagement 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.

MORENO VALLEY MALL COMMUNITY ROOM

RULES AND REGULATIONS

The following "Rules and Regulations" are part of the "Use Agreement" pertaining to the Moreno Valley Mall Community Room. Should you have any questions regarding this information, please feel free to contact the Community Room Coordinator at: **(951) 653- 1177**.

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 outside of the entrance by Hometown Buffet.
3. **Please do not post any signs** in the outdoor areas or interior of the mall, except directly on the door of the Community Room itself (Suite 2090). **For directions**, we suggest that you tell attendees to take the **Day Street Exit** off of the 60 Freeway. Moreno Valley Mall is on the south side of the freeway. When exiting the freeway, turn south onto Day Street. Make a left turn onto Campus Blvd. Turn left at Town Center Drive. Have participants park by the Hometown Buffet entrance. Some groups have also chosen to place a group member at this entry way to direct guests to the Community Room.
4. Any **advertising** of the event shall be at the discretion of Moreno Valley Mall Management.
5. Please inform your group to **park in the perimeters** of the parking lot during the hours of 10:00 a.m. to 7:00 p.m., 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 the hallway.
7. The use of the Community Room is limited to **business and group meetings only**. Parties, dances, therapy sessions, traffic schools, or the sale/trade of merchandise are not permitted.
8. If tickets or attendance fees are required, these **financial transactions** need to be handled prior to your engagement at Town Center.
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 Moreno Valley Mall nor its employees are responsible for **lost or damaged articles.**
14. Moreno Valley 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 so do.
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 bag**, 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. Although we discourage bringing **small children** in the Room, should your group need to do so, they should be supervised by an adult **at all times**. Children should also be kept from roaming the hallways and playing in the elevators and escalators.
20. Please note that your engagement at Moreno Valley 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 Moreno Valley 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.

MORENO VALLEY 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:

MORENO VALLEY MALL Management
22500 Town Center, Suite 1206
Moreno Valley, CA 92553

* * * * *
OFFICE USE ONLY

Approved by: _____ Date: _____

Fees Received: _____ Security Deposit: Yes _____ No _____

**2250 TOWN CIRCLE HOLDINGS, LLC.
MORENO VALLEY MALL**

HOLD HARMLESS AGREEMENT

Common Area user (Indemintor") shall indemnify, defend, protect and hold harmless, MORENO VALLEY 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 Indminton 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 MORENO VALLEY MALL.

In the event any action, suit or proceeding is brought against Indemnatee by reason of any such occurrence, Indemnitor, upon Indemnatee'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 Indemnatee. 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: _____