

## **HOLD HARMLESS AGREEMENT**

*If you are unable to provide proof of insurance, you must fill out this hold harmless form.*

This License is executed on \_\_\_\_\_, by and between North Grand Mall, (the "Licensor") and \_\_\_\_\_, (the "Licensee").

### **1. GRANT OF LICENSE.**

Licensor hereby allows Licensee to use the premises, located at 2801 Grand Avenue, Ames, IA (the "Building"), on the terms set forth herein. Licensee shall use the Premises only for the following purpose: Fall Community Fair Display.

### **2. TERM.**

This License shall be in effect for the day of October 9, 2010 only.

### **3. USE OF PREMISES.**

3.1 The Premises shall be used only for the purposes specified above and for no other purpose. Licensee shall comply with all legal requirements affecting the Premises and its use. Licensee shall not (a) do or permit anything to be done, nor bring or keep anything in or around the Premises, that will increase the risk of fire or other loss (including by way of example, bring flammables or explosives into the Premises or bringing fuel-powered machinery into the Premises), (b) do or permit anything to be done which may be a nuisance to tenants, (c) store anything outside of the Building, (d) place any signs on or around the Building, nor (e) commit or suffer any waste upon or about the Premises.

3.2 Licensee is responsible for all of its agents and visitors and shall ensure that they do not do anything which Licensee is not allowed to do. Licensee shall faithfully observe and comply with the rules and regulations which Licensor may promulgate from time to time regarding the use of the common areas of the Building.

### **4. ACCEPTANCE OF PREMISES.**

By entry hereunder, Licensee acknowledges that it has examined the Premises and accepts the same "AS IS" and as being entirely satisfactory. Licensor has no obligation to alter the Premises.

**5. ALTERATIONS, REPAIRS AND MAINTENANCE.**

Licensee agrees not to make or permit any alterations to the Premises. Licensee shall maintain the Premises in its present condition and shall keep the same neat, clean and orderly. Licensee shall repair any damage it causes, or in lieu of requiring repairs, Licensor shall have the right to perform such repairs itself, in which case all repair costs shall be payable by Licensee upon request. Upon termination of this License, Licensee shall deliver the Premises to Licensor in the same condition as it existing upon commencement of this License.

**6. INDEMNITY AND RELEASE.**

6.1 Licensee shall defend, indemnify and hold harmless Licensor and its property manager and other agents (the "Protected Parties") from and against any and all claims (and all related liabilities, costs, and attorneys' fees) arising from (a) Licensee's use of the Premises or anything done, permitted, suffered or omitted by Licensee or any of its agents or visitors in or about the Premises, and/or (b) any breach or default by Licensee hereunder. As a material part of the consideration to Licensor, Licensee hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause whatsoever and waives all claims against Licensor and/or the other Protected Parties on account of the same.

**7. INTERPRETATION.**

7.1 This License shall be governed by the law of the state where the Building is located. This License contains the entire agreement of the parties. This License can be amended, or any right or provision waived, only by written document signed by both parties.

7.2 All obligations, liabilities, indemnities, waivers and releases of Licensee hereunder, as well as the attorneys' fees provision hereof, shall survive the expiration or termination of this License and/or of Licensee's right to use the Premises.

**8. LIMITATION AND LIABILITY.**

Redress for any claim against Licensor under this License shall be limited to and enforceable only against and to the extent of Licensor's interest in the Building. The obligations of Licensor under this License are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, its investment manager, the general partners thereof, or any beneficiaries, stockholders, employees, or agents of Licensor or the investment manager.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the date first written above. Individuals signing on behalf of a principal warrant that they have the authority to bind their principal. This License is subject to acceptance by Licensor.

**LICENSOR:**

**LICENSEE:**

North Grand Mall

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**NORTH GRAND MALL  
FALL 2010 COMMUNITY FAIR  
INSURANCE REQUIREMENTS**

**Dear Participant,**

We are pleased to welcome you to **North Grand Mall**. In order to protect your interests as well as those of the mall and our tenants, we are required to ask you to provide **North Grand Mall**, proof of insurance. If you cannot provide this, please review and sign the hold harmless agreement.

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All certificates of insurance must reflect the following information:

The following limits of liability are to be applied to all certificates of insurance:

General Liability:	\$1,000,000 per occurrence & \$2,000,000 annual aggregate
Commercial Business Auto Liability:	\$1,000,000 per accident
Umbrella Excess Liability:	\$5,000,000
Workers' Compensation:	Statutory Limits
Employers liability:	\$1,000,000 minimum liability

The certificate holder must be named as:

**GK Development, Inc.  
North Grand Mall Partners, LLC  
2801 Grand  
Ames, IA 50010**

The additional insureds must read as follows:

**Prudential Mortgage Capital Company, LLC, North Grand Mall Partners LLC, Grand Center Partners LLC, GK Development Inc., InvestLine/GK Properties Fund 1 LLC, Its successors and or assigns ATIMA and their partners, beneficiaries, trustees and affiliates as additional insured's, primary not contributory.**

An endorsement must be attached to the Certificate of Insurance to include the following statements verbatim:

"It is agreed that this insurance will not be cancelled, not renewed or the limits of coverage in any way reduced without at least thirty (30) days advanced written notice [ten (10) days for non-payment of premium] sent by certified mail, return receipt request to: GK Development, Inc., North Grand Mall Management Office, 2801 Grand Ave., Ames, IA 50010."

AND:

"A waiver of subrogation in favor of the listed Additional Insureds applies on the Workers Compensation and Liability policies."

Please note the Additional Insured language, as well as the Limits of Liability are required and need to be placed in the description box.

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Please return these forms to the Mall Management Office no later than two weeks prior to the event:

**North Grand Mall Management Office  
Attn: Marketing Department- Community Fair  
2801 Grand Avenue  
Ames, IA 50010  
FAX: 515-232-3086**

If you have questions regarding this matter, please call 515-232-3679.

**PROMOTION AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between North Grand Mall ("Licensor"), having an office at 2801 Grand Avenue, and \_\_\_\_\_ ("Licensee"), having a mailing address of \_\_\_\_\_ and phone # \_\_\_\_\_ and fax # \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, Licensor is the owner of North Grand Mall Shopping Center, located in Ames, Iowa; and WHEREAS, Licensee desires to obtain a license from Licensor to use the common area of the Shopping Center, ("Premises") for the sole purpose of Fall 2010 Community Fair (hereinafter referred to as the "Activity") and for no other purpose whatsoever.

**PAYMENT:** All sums due under this Agreement are payable at the time of execution of this Agreement and shall be paid by check or money order (cash will not be accepted) No refunds will be made on any fees. Licensee shall pay the following fees to the Licensor:

- 1. \$0 License Fee
- 2. \$0 Advertising
- 3. \$0 Security
- 4. 0 Maintenance
- 4. \$0 Labor
- 5. \$0 Other
- 6. \$0 Deposits
- TOTAL: \$0**

WHEREAS, Licensee has agreed to indemnify and save Licensor harmless from and against those matters set forth below:

NOW, THEREFORE, in consideration of the agreements and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee agree as follows:

- 1. Licensor hereby gives permission and license to Licensee, subject to the terms, covenants, and conditions hereinafter stated, to use and occupy the Premises for the exclusive and limited purpose of holding or conducting the Activity, including set-up and tear-down of any equipment needed for the Activity, commencing 8 am on Saturday, October 9, 2010 and expiring at 5 pm on Saturday, October 9, 2010 ("License Term") unless sooner terminated as hereinafter provided. The Activity itself shall begin approximately at 10 am and conclude approximately at 4 pm on Saturday, October 9, 2010.
- 2. Licensee agrees that, at all times while Licensee is conducting the Activity in the Premises Licensee will provide all necessary protection and supervision to regulate, control and maintain the safety of persons and property on the Premises.
- 3. Licensee agrees that it will keep the Premises clean and free from litter and that it shall, promptly after conclusion of the Activity restore the Premises to at least as good condition as it was before the entry of Licensee upon the Premises.
- 4. Licensee agrees that it shall observe all governmental ordinances, laws, rules, and regulations, which might be applicable to it or the Activity, and that it shall observe and abide by any regulation or requirement concerning the Activity as promulgated by the Licensor. Licensee shall, at its sole cost and expense, obtain all permits or licenses required by any governmental authority.
- 5. Licensee agrees that it shall conduct the Activity in accordance with standards of good taste and shall not permit any unlawful or immoral activity. Licensor shall be the sole judge as to what activities are considered in good taste or are unacceptable. Licensee shall at all times occupy the Premises in accordance with the term of this License. If Licensor should decide any unpermitted activity is being practiced by Licensee or in the event Licensee fails to occupy the Premises in accordance with the terms of this License, upon notification by Licensor, Licensee shall immediately terminate such activity or this License shall be subject to immediate termination by Licensor, without liability for such termination.

6. Licensee shall and does hereby agree to indemnify, defend and hold Licensor harmless from and against any and all loss, cost, expense, liability, causes of action, actions, claims and demands (including the cost of defending against the foregoing and including, without limitation, attorney's fees), resulting or occurring directly or indirectly, from Licensee's use or occupancy of the Premises.
7. Licensee shall provide to Licensor evidence of Licensee's commercial general liability insurance (in form of Certificate of Insurance – listing required additional insureds and minimum limit coverage) prior to Licensee occupying the Premises.
8. Any and all acts which may be permitted in connection with the Activity shall be done at Licensee's sole cost and expense, and nothing herein contained shall constitute or be construed as a partnership, joint venture or other relationship between the parties hereto. Licensee hereby acknowledges that it knowingly and voluntarily assumes the risk of any injury of damage that it may sustain as the result of its exercise of the License granted by Licensor. Licensee waives any claims which Licensee may have against Licensor for any other reason, and hereby releases Licensor from any and all claims and demands for damages or injuries which it or any of its agents, servants, employees, partners or joint ventures may sustain which may give rise to any liability by Licensor.
9. Upon the expiration or earlier termination of this License, Licensee shall remove any and all personal property from the Premises and repair any damage caused by Licensee or as a result of, either directly or indirectly, the Activity.
10. Licensee agrees and covenants that Licensor shall not be liable for any damage to or loss of, including the loss of use of, any property of the Licensee, nor for any costs or expenses incurred as a result of the Activity or this Agreement, including but not limited to any costs associated with the music performed during the Activity such as fees to BMI, ASCAP and SESAC.
11. The rights granted to Licensee under this Agreement are non-assignable. Any attempted assignment of this License by Licensee shall, at the option of Licensor, result in a termination of this License.
12. In the event any term, covenant, condition, provision, sentence or part thereof of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect.
13. The obligations of Licensee pursuant to Paragraphs 3, 6, 9, 10 and 12 shall survive the expiration or earlier termination of this License.
14. Any notice that may be provided in connection with this License may be served by personal delivery to Licensee at the Premises or by certified United States mail (return receipt requested) or nationally recognized overnight courier to the address of Licensor and Licensee set forth at the top of this License. Notices shall be deemed given upon actual receipt or first rejection.
15. Licensor reserves the right to terminate this Agreement at any time and for any reason upon twenty-four (24) hours notice to Licensee.
16. The person signing this Agreement on behalf of Licensee hereby certifies that they are authorized to execute this Agreement.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2010

LICENSEE:

LICENSOR:

\_\_\_\_\_  
 (participant please sign here)

By: \_\_\_\_\_  
 Agent for GK Development, Inc.

**NORTH GRAND MALL  
FALL 2010 COMMUNITY FAIR  
REGISTRATION FORM**

Please return this form to our office on or before Friday, September 24, 2010.

The following exhibitor agrees to abide with all rules stated on the policy and information sheet for the 2010 Fall Community Fair at North Grand Mall. In addition, you agree to be solely responsible for all costs and expenses resulting from your use of the common area, including, but not limited to, the cost of cleaning up any debris or printed matter from the area around the common area. By signing this form you also agree to a \$50.00 fee if your organization tears-down the exhibit and leaves the event prior to the 4:00 p.m. ending time, without the permission of North Grand Mall.

GROUP NAME \_\_\_\_\_ NAME OF COORDINATOR \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ WEEKDAY PHONE NUMBER \_\_\_\_\_

\_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

COPY OF INSURANCE ATTACHED \_\_\_\_\_

COPY OF INSURANCE WILL BE SENT TO THE MALL OFFICE NO LATER THAN Friday, September 24. \_\_\_\_\_

OR HOLD HARMLESS ATTACHED \_\_\_\_\_

**EXHIBITORS - FILL OUT THIS INFORMATION**

Briefly, describe the activity in your booth for the day:

\_\_\_\_\_  
\_\_\_\_\_

Electricity? \_\_\_\_\_ Yes \_\_\_\_\_ No      Number of tables needed (\$15 per table) \_\_\_\_\_

Number of chairs needed \_\_\_\_\_

If your group will furnish your own table, please list the number of tables you will bring \_\_\_\_\_

\*If you furnish your own table, it must be a 6' or 8' banquet-style table and skirted to the floor.

\*Make checks payable to North Grand Mall.

Total amount enclosed:    \$ \_\_\_\_\_