

## Destiny USA Common Area Use Access Form

**Note:** Applications to use the shopping center must be submitted to the Management Office no later than two (2) weeks prior to the date(s) desired, unless otherwise granted. Applications will be reviewed in the order received and approvals are given subject to availability. Activities will be scheduled on a first come, first serve basis. If necessary, attach additional sheets and indicate in the appropriate place on the application form. Any activity that does not promote good will and/or enhance customer traffic and the image of the center is strictly prohibited.

Please Type or Print

Organization Name:		
Address:		
Phone Number:		
Date(s) Requested:		
Intended Use of Space (example: fundraising, organizational awareness, etc.) Please be specific:		
Timing of Event:	Start Time:	End Time:
Group Leader/ Individual Responsible:		Email:
Number of Persons Requested to be Permitted at Any One Time (maximum of 3 for tabling):		
<b>TABLING: As available, Destiny USA will provide 1 table, 2 chairs, and linen for non-profit tabling activity</b>		
<b>All signs must be professionally printed, in compliance with local fire ordinances and approved by Destiny USA Management.</b>		
Will a sign, placard, or display be used at the designated location?	Circle: Yes or No	
If yes, please describe the size, configuration, and details of the sign:		

**Please review the rules and regulations on the following pages.  
Sign, date, and return the form to the following address via e-mail or mail.**

Destiny USA Management Office Attention: Alannah Gallagher 1 Destiny USA Drive Syracuse, NY 13204	Alannah Gallagher   Director of Marketing Email: <a href="mailto:agallagher@destinyusa.com">agallagher@destinyusa.com</a>
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**REPRESENTATIONS AND AGREEMENTS:**

The undersigned hereby represents that he/she is the Applicant, Officer or other authorized agent of the Applicant named herein and that he/she is over 18 years of age. The undersigned further acknowledges on behalf of him/herself or its group or organization that they have received and read a copy of the Statement of Policy, Rules and Regulations governing use of the shopping center and recognizes and agrees by his/her signature hereto that the making of this application, the issuance of any permit based upon this application and the use of the shopping center as so authorized are expressly conditional upon applicant's acceptance and continuing compliance with such rules and regulations, and that such rules and regulations are expressly incorporated by reference into any permit to applicant to access a portion of the shopping center.

The undersigned declares that the factual information furnished by him/her in the application is true, accurate and complete to the best of his/her knowledge and belief.

Applicant acknowledges and agrees that shopping center management reserves the right to request such additional information as may be necessary in its opinion to evaluate this application for access to the shopping center.

If a permit to access the shopping center is granted, applicant hereby acknowledges and agrees that in consideration for the right of access to the shopping center as permitted by management, applicant covenants and agrees to comply with, perform and be bound by all provisions of the permit, rules and regulations and any attachments and exhibits thereto.

Name of Organization: \_\_\_\_\_

Authorized Agent Signature: \_\_\_\_\_

Agent's Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Destiny USA Management Office Use Only

Area Assigned: \_\_\_\_\_

Date(s) & Time(s) of Use: \_\_\_\_\_

Insurance Certificate Received: \_\_\_\_\_ By: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## Policy, Rules, and Regulations Governing the Use of Destiny USA for Activities

**\*\*Please retain these rules and regulations for your records\*\***

Destiny USA Hours: Monday – Saturday 10:00am – 9:30pm  
Sunday: 11am – 6pm

- 1. Under no circumstances, unless prior written approval from mall management is granted, are there to be any outside interests brought into the center that directly compete with the merchants/tenants of the shopping center.**
- 2. The Landlord has the right to cancel any agreement as specified in an individual contract. Destiny USA cannot guarantee the space. Space providing, Destiny USA may relocate your organization to another part of the mall.**
- 3. NO exhibitor is allowed to intercept shoppers in any way by calling to them or physically stopping them. Anyone disregarding this clause will be asked to leave the mall immediately. Distribution of leaflets is not permitted outside or inside the mall. Placing flyers on cars is strictly prohibited. Printed matter may be distributed inside the mall ONLY from your booth or table. NO bumper stickers or self-adhesive type handouts will be permitted.**
- 4. All groups MUST remain at their assigned table location while fundraising/promoting their organization. By no means are volunteers allowed to wander from the table to solicit customers. It is a privilege to be granted community access, please do not take advantage of this or you will be given a warning and then asked to leave the premises.**
- 5. No more than three (3) persons per group will be permitted.**
- 6. The organization making the request must be in good standing with the community.**
- 7. Activities endorsing a political party/candidate are not permitted.**
- 8. Groups representing sensitive issues or causes where a presence on site would imply endorsement, alignment, or affiliation with Destiny USA will not be considered. In the interest of business, Destiny USA as an entity will present a neutral position to its visitors at all times. Organizations affiliated with controversial issues, which might encourage disruptive behavior not conducive to the shopping center environment, will be denied.**
- 9. There is no charge to use the common area of the mall by non-profit/not-for-profit and charitable organizations.**
- 10. Table locations are determined by management and scheduled prior to the date based on available resources and space. Please note, close proximity to other organizations may occur at static locations.**

11. Management reserves the right to terminate this agreement if the exhibitor violates any terms of agreement or if display is found to be unacceptable by mall management.
12. All tables used for display within the common area of the mall must be covered to within 2" of the floor with coordinating fabric that is wrinkle free. Destiny USA will provide linen for this purpose. All packing cartons must be either concealed or removed from the exhibit before opening of the mall. Use of lawn chairs is prohibited.
13. No taping to floors or exposed cords will be allowed.
14. Signs and other display material must be professionally printed and approved by Mall Management.
15. Common Area displays must be operational during the agreed hours.
16. Applicant assumes full responsibility for damage or losses to merchandise and personal items and liability for personal injury resulting from negligence; to release Carousel Center Company LP, Destiny USA Holdings LLC, and Pyramid Management Group, Inc. from all claims wherefrom. Damages - persons or groups violating the rules will pay for any damages caused to or expenses incurred by the mall as a result of the violations.
17. Destiny USA assumes NO responsibility for property of exhibitor.
18. Set-up and tear down activity in the common area of the mall for events must happen before 10:00AM/after 9:30PM Mondays through Saturdays or before 11:00AM/after 6:00PM on Sundays unless other arrangements are agreed upon in advance. Permission to set-up or tear down a set during mall hours must be obtained from Mall Management prior to the event.
19. Displays are limited in heights to six (6) feet, unless prior written approval is obtained from mall management.
20. NO display will block any doors, display windows, emergency or fire exits or fire hydrants.
21. NO signs, posters, banners, etc. may be attached to any mall property or structure. Please keep all signage OFF of the painted columns throughout the mall.
22. NO boxes are to be stored behind displays in the common area of the mall. Keep excess literature, etc., under tables and hidden from view.
23. Displays are to be kept neat at all times. Leave your area as clean as you found it. Clean area of debris and remove trash daily. Do not rely on housekeeping staff to clean your mess.
24. Exhibitors wishing to use audio equipment must have prior written approval of mall management and MUST keep the volume at a reasonable level.
25. Helium balloons are strictly forbidden.

26. Risk of injury: persons entering upon the premises of the mall for the purposes described in these rules do so at their sole risk. Neither the mall nor any of its owners, beneficiaries or agents shall have any liability for injury to such persons except liability arising from the willful misconduct of the mall's agents or employees.
27. The assigned location will be the discretion of the mall management and is subject to change at the discretion of mall management.
28. All groups must be insured in accordance with the insurance requirements listed below.

### **Destiny USA Insurance Requirements**

- One million dollars (\$1 million) liability insurance certificate from your insurance carrier
- The certificate must have listed as follows:
  - Name Carousel Center Company LP, Destiny USA Holdings LLC, and Pyramid Management Group LLC as additional insured and named as the certificate holder (see sample provided)
  - State the type of event (i.e. demonstration, fashion show)
  - State the date(s) of the event(s)
- Certificates may be emailed, however, a hard copy must be received as well
- All insurance certificates must be received no later than 48 hours prior to the day of the scheduled event