

Dear Community Friends:

College Square Mall would like to extend an invitation to your non-profit organization to participate in our **Community Fair on Saturday, April 24, 2010.**

We receive numerous requests from non-profit organizations and community groups to exhibit displays, hand out literature and present information to the public. Our Community Fair allows us to bring all 501(c)(3) non-profit groups together. The advantage your group will experience is the best exposure possible. Each Community Fair is unique and proves to be a great experience for everyone involved!

The Community Fair is an excellent opportunity for your volunteers and staff to showcase your organization. The hours will be 10 a.m. – 4 p.m.

The registration forms and details for the Community Fair can be found on our website http://www.collegesquare.com/pages/spring_community_fair/227.php Please take a moment to look them over. If you would like to join us on April 24, fill out the forms and return them to College Square Mall on or before **Friday, April 9, 2010.**

If you are no longer the contact person for your organization, please forward this to the appropriate person. If there is a change of address for your group, please let us know so we can keep our mailing list current.

If you are interested in participating in the Spring Community Fair, the following forms need to be returned to the Mall Office on or before **Friday, April 9:**

- 1. Registration form**
- 2. Promotion Agreement**
- 3. Proof of insurance and signed hold harmless form.**

If you have questions, feel free to contact the Mall Office or reply to this message. We look forward to having your group with us during our Community Fair!

Sincerely,
Mall Management Office
College Square Mall
1 College Square Mall
Cedar Falls, IA 50613
Phone: 319-277-3636
Fax: 319-277-7184

**COLLEGE SQUARE MALL
SPRING 2010 COMMUNITY FAIR
REGISTRATION FORM**

Please return this form to our office on or before Friday, April 9, 2010.

The following exhibitor agrees to abide with all rules stated on the policy and information sheet for the 2010 Spring Community Fair at College Square 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 College Square Mall.

GROUP NAME _____ NAME OF COORDINATOR _____

MAILING ADDRESS _____ WEEKDAY PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

COPY OF INSURANCE ATTACHED _____

COPY OF INSURANCE WILL BE FAXED TO THE MALL OFFICE NO LATER THAN Friday, April 9. _____

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 College Square Mall.

Total amount enclosed: \$ _____

PROMOTION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of April, 2010, between College Square Mall Partners LLC ("Licensor"), having an office at 1 College Square Mall Cedar Falls, IA 50613, and

_____ ("Licensee"),
having a mailing address of _____

and phone # _____ and fax # _____.

WITNESSETH:

WHEREAS, Licensor is the owner of College Square Mall Shopping Center, located in Cedar Falls, IA as shown on Exhibit "A" attached hereto and made a part hereof ("Shopping Center"); 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 Spring Community Fair exhibit (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
- 5. \$ 0 Labor
- 6. \$ 0 Other
- 7. \$ 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 at approximately 9 a.m. on April 24, 2010 and expiring at 5 p.m. on April 24 ("License Term") unless sooner terminated as hereinafter provided. Set-up is allowed to take place on April 24. The activity itself shall begin at 10 a.m. on April 24 and conclude at 4 p.m. April 24, 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 or 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 _____, 200 ____.

LICENSEE:

LICENSOR:

By: _____

Agent for GK Development, Inc.



DEVELOPMENT, INC.

March 9, 2010

Re: **Certificate of Insurance**

To Whom It May Concern:

GK Development Inc as the agent for the Owner of **College Square Mall**, is requesting the following information to be included on all Certificates of Insurance issued, while performing work, providing services or during tenancy at the building.

The following are the Additional Insured that must be listed on the Certificate of Insurance:

**Prudential Asset on behalf of, La Salle Bank NA trustee of Commercial Trust Series PWR10 c/o Prudential Asset Resources Inc.
GK Development Inc. Inc.
College Square Mall Partners, LLC
College Square Mall Development, LLC
GK Retail Properties Fund III, LLC
Its successors and/or assigns ATIMA and their partners, beneficiaries, trustees and affiliates as additional insureds, 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 at:

**College Square Mall
c/o Mall Management Office
1 College Square Mall
Cedar Falls, IA 50613."**

And:

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

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

General Liability:	\$1,000,000 per occurrence and \$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

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

If you should have any questions or comments, contact us at **319-277-3636**. Certificates can be faxed to **319-277-7184** to the attention of "**Spring Community Fair**". Original copies are to be mailed to **College Square Mall c/o Mall Management Office 1 College Square Mall Cedar Falls, IA 50613**.

HOLD HARMLESS AGREEMENT

This License is executed on _____, by and between College Square Mall, (the "Licensor") and _____, (the "Licensee").

1. GRANT OF LICENSE.

Licensor hereby allows Licensee to use the premises, located at 1 College Square Mall, 6301 University Ave., Cedar Falls, IA (the "Building"), on the terms set forth herein. Licensee shall use the Premises only for the following purpose: Spring Community Fair Display.

2. TERM.

This License shall be in effect for the day of April 24, 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:

College Square Mall

By: _____

By: _____

Dated: _____

Dated: _____