



# **Denali Commercial Management, Inc.**

www.denalicommercial.com ■ (907) 564-2424

## **ANCHORAGE SHOPPING CENTER (MIDTOWN MALL) APPLICATION FOR LICENSE FOR TEMPORARY USE OF SPACE BY TEMPORARY TENANT**

*Please carefully read this application and the terms of the license agreement before signing.*

Name of Individual or Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Eve. Phone: \_\_\_\_\_

### **Names of officers or responsible officials:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

24-Hr Phone Number: \_\_\_\_\_

### **Dates/Times:**

Dates Requested: \_\_\_\_\_

Times Requested: \_\_\_\_\_



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## Participants/Activities:

*A Certificate of Insurance is required for \$1,000,000.00, listing Denali Commercial Management, Inc. and Anchorage Shopping Center, LLC as certificate holder and the property owner as additional insured.*

Number of Participants: \_\_\_\_\_ Number of persons in charge during the day: \_\_\_\_\_

Specifically describe the activity in which you intend to engage: \_\_\_\_\_

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Specifically describe the furniture, displays, inventory, signs, etc. you intend to use on the premise in connection with your activities (signs, must be approved by Anchorage Shopping Center, LLC in advance):

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Please list all persons who will be participating in the licensed activity (A properly executed indemnification agreement and release must be submitted for each person.):

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The undersigned hereby represents that she/he is the applicant and/or authorized agent of the applicant named above and that she/he is over 18 years of age. The undersigned further acknowledges that she/he has read and is familiar with the terms of the license agreement and recognizes and agrees by her/his signature hereto that the making of this application and the use authorized by such permits are expressly conditional on said rules.

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

Dated on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature: \_\_\_\_\_

*If applicant is a minor, have the following section completed by an adult who will be responsible for proper performance of this Agreement.*

Name: \_\_\_\_\_ Day Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Eve. Phone: \_\_\_\_\_  
\_\_\_\_\_

DCM Office Use Only	
DCM Rep Approving Permit	Date Permit Issued
Date and Time of Permitted Activity	



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## **THE MIDTOWN MALL INDEMNIFICATION AGREEMENT AND RELEASE**

I, \_\_\_\_\_, in consideration for my use and occupation of mall property for permitted expression, do hereby agree and promise to indemnify, hold harmless and defend Denali Commercial Management, Inc. (“DCM”) and Anchorage Shopping Center, LLC, and all agents, employees, and assigns of either DCM or Anchorage Shopping Center, LLC from any and all claims, demands, actions, or causes of action (including attorney’s fees and all costs whatsoever) that are hereinafter made or brought as a result of or arising out of my use and/or the use by my group or organization of DCM managed property in connection with the permitted activity, whether or not such use is within the scope of the permit.

As further consideration for my use and occupation of mall property, I agree that DCM or Anchorage Shopping Center, LLC, and the agents, employees and assigns of either DCM or Anchorage Shopping Center, LLC shall not be liable to me, my agents, assigns, guests, licensees, invitees, survivors, and heirs for any loss or damage, injury, or death caused to me, my property, them or their property, as a result of the use and occupancy of mall space and premises.

In entering this Agreement, I acknowledge that neither DCM nor Anchorage Shopping Center, LLC warrants or represents that the property is fit for my intended or actual use.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Age

\_\_\_\_\_  
Signature

\_\_\_\_\_  
*Signature of parent or guardian if  
participant is under 18 years old*



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## *Certificate of Insurance*



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## **RULES GOVERNING USE OF DCM MANAGED PROPERTY FOR EXPRESSION OR SOLICITATION**

Denial Commercial Management, Inc. (DCM) recognizes the value to our customers and community that derives from the open exchange of ideas and opinions. As a member of the community DCM will accommodate individual expression on its properties with the limits prescribed by business purposes. In order to provide opportunity for such expression without interference of Mall operations or with individual businesses or Mall patrons, DCM has adopted the following rules and regulations. Applicants for permission to use Mall space to express their own ideas and opinions should familiarize themselves with these rules. Violation may result in immediate revocation of all permits.

### **I. License Agreement**

It is the intent of DCM that any use of Mall properties that, in the opinion of management, is potentially disruptive to Mall operations be conducted under a license agreement. A license is an agreement, which allows you to temporarily use space within the Mall for your own purposes and may be revoked at any time. A license does not give you any legal interest in specific property. DCM will provide such licenses to applicants without charge, although a clean up fee may be assessed as a condition of the license. The right to refuse the space described in the license is contingent upon compliance with the conditions set forth in these rules, the applications and any attachments hereto.

### **II. The Application Procedure**

- A. An application form accompanies these rules. After receiving these rules, please fill out the application and submit it to the Mall supervisor. An application must be received at least seven (7) working days prior to the first day requested to allow adequate time for review and processing.
- B. The application form must be filled out as accurately and in as much detail as possible. Any misrepresentations contained within the application, whether innocent or purposeful, are grounds for immediate revocation of the license. The license agreement, if granted, is valid only so long as all the information in the application is true and complete. For example, if a change is made in your display after application has been accepted, the change is grounds for revocation of the license unless prior approval of the change has been received.



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- C. Once an application is received, DCM will attempt to issue a decision and notify the applicant as soon as possible. If a license is granted, applicant agrees to provide DCM with required documentation as soon as practicable but in no case less than five (5) days prior to the first day of use. Failure to do so may invalidate the license agreement, at the option of DCM.
- D. DCM reserves the right to grant a license for only part of the time requested, or for less space than requested, or to conditionally grant a license contingent upon the fulfillment of conditions in addition to those found in the rules.

### **III. Rules and Regulations for License Agreement**

- A. **Space.** The license shall describe the space included under the license. Licensee must confine all her/his activities; include displays, solicitations, etc., to this area. In no event may the applicant obstruct or block pedestrian traffic in the Mall. The Mall manager may, upon reasonable notice, change the location of the space to be used.
- B. **Time.** The permit shall describe the time, including set up and clean up period, during which the permit is effective. Licensee must have the permit agreement in her/his possession and available for inspection at the Mall. Licensee must obtain specific permission to leave any property unattended during the times when the Mall is open to customers. At any such time the property is left unattended; it must be properly secured and closed. In no event shall DCM be liable to the licensee for any theft, damage or destruction of or to any property of the licensee. By accepting this permit, the licensee explicitly waives the right to assert any and all acts or omissions by DCM, the Mall owners, their employees, other patrons and tenants of the Mall.
- C. **Use.** Set up and clean up of the display, exhibit, etc., may occur only during periods as described in the license agreement or specifically approved by the Mall manager. The specific uses for the space will be described in the license. No other use whatsoever, whether related to the permitted use or not, will be allowed. Any attempt to change or augment the scope of the license without prior approval of DCM is a breach of the license agreement that may, at DCM's option, result in immediate revocation of the license.



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### **D. Activities.**

- a. The Mall's fire and public safety regulations must be obeyed at all times.
- b. Licensee must have her/his permit immediately available upon request at her/his site. (Licensee is responsible for informing all attendants and/or participants at use site of the rules and conditions of said permit.) A copy of these rules must also be maintained and available for inspection upon request at the use site.
- c. Licensee and licensee's representatives and/or members may not smoke, drink or eat while attending the use site or participating in permitted activities.
- d. Children under age 16 may not serve as attendants at us site or participate in any activity without direct adult supervision.
- e. Nudity, sexually explicit displays, fetuses and displays of graphic violence are strictly prohibited.
- f. Activities must be confined tot eh area(s) of the Mall designated by Mall management for these purposes. Licenses may not solicit the attention of Mall patrons outside of the designed area by any means, including but not limited to:
  - i. Approaching patrons outside designated area.
  - ii. Obstructing or interfering with patrons, and
  - iii. Restricting the free movement of patrons
- g. Licensee and licensee's representatives or members must maintain normal conversational tones and volume when conversing with patrons and must refrain from any activities that disturb the peace or annoy customers of the Mall.
- h. Amplification devices are strictly prohibited in any registered activity.
- i. Licensees and their representative and members must make every effort to properly maintain designated use areas in a clean and orderly manner. Any spilled or dropped material will be immediately cleaned up. For safety reasons, tables and chairs are not permitted without prior approval of Mall management. If tables have been approved for use, they must be draped to the floor. (Bed sheets are not acceptable.) Nothing may extend outside the designated use site.





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- j. Display and activities must be designed to minimalism the possibility of accidental injury to Mall patrons, particularly children. In this regard, DCM requires the immediate correction or cessation of any display or activity, which, in the sole judgment of the Mall officials, presents a hazard to any person. DCM does not however undertake any responsibility to inspect ant display or activity for safety compliance.
  - k. Participants in registered activities must be neatly attired. Shirts and shoes are required. Shorts and bathing suits are not acceptable.
  - l. No more than three (3) individuals may participate in any registered activity at one time in one place and no more than three (3) individuals throughout the Mall may participate in any registered solicitation.
- E. **Set Up/ Removal.** The license agreement shall state the time during which licensee may set up and removal permitted displays. The Mall manager must approve any variation from these stated deadlines in advance. DCM does not undertake any responsibility to assist licensee in the setup or removal of any display. Following removal of the display, licensee must restore the premises to its original condition.
- F. **Relocation.** DCM reserves the right in its sole discretion to redesignate the area to be used be licensee.
- G. **Revocation.** DCM reserves the right to revoke any license if these rules and regulations or any additional conditions imposed on licensee have been violated in any way, including but not limited to:
- a. Any material misrepresentation in the course of the application procedure.
  - b. Any attempt to change or augment the use of the area in a manner which is not specified in the license agreement or specifically approved in advanced by Mall management.
  - c. Any violation of the rules and conditions of the license agreement.
  - d. Any behavior or action by licensee or its representative or members that detrimentally affects the safety and/or commercial interests of the owner, tenants, other licensees or Mall patrons.

Revocation may be oral or written. Upon revocation, licensee must immediately cease all activities and close, cover and/or otherwise secure the use area. Licensee or designated representative must remain with the use site until approval is given to dismantle display. At such a time, the licensee will dismantle and remove the display and clean and restore the use site to original condition.



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- H. **Assignment.** The rights under is license agreement may not be assigned by licensee to any other party.
- I. **Termination.** Either party may terminate the agreement for any reason by giving the other party five (5) days written notice. If such notice is given, no penalties or damages shall be assessed against the party that terminates the agreement.
- J. **Insurance.** Licensee shall obtain and keep in effect at its sole expense comprehensive liability insurance, including product liability with a single occurrence limit of at least \$1,000,000 and casualty insurance sufficient to cover the replacement value of her/his property. All policies shall contain an express waiver of subrogation against the owner, (See application for the specific name of the “owner” of the Mall you will be in, as each Mall is different), as an additional insured. Licensee shall provide said certificate of insurance demonstrating the existence of such policies to DCM along with the application at least seven (7) days prior to the first day of use requested. All insurance shall be primary in nature and shall not be in excess of or concurrent with any coverage of any kind that may be carried by the owner.

## Agreement

**I agree to abide by the agreement as set forth above.**

Applicant/Guarantor Signature:

\_\_\_\_\_

## RULES GOVERNING LICENSE USE OF DCM MANAGED PROPERTIES FOR EXPRESSION OR SOLICIATION

*I have read the rules and regulations. I have reviewed and filled out the application form. Should this application for a permit be accepted by DCM, I agree to fully abide by the rules as set forth, as well as any other conditions or modifications attached hereto.*

Signature: \_\_\_\_\_

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

Name: \_\_\_\_\_