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APPLICATION LICENSE AGREEMENT

Please read this application carefully. Complete in full, sign and return with required fee at least five (5) working days prior to first day of use requested to:

Denali Commercial Management, Inc. 12101 Industry Way Unit 5C Anchorage, Alaska 99515

Name:Address:	Name: Address:	
Day Phone:	Day Phone:Eve. Phone:	
Name of organization (if applicable):	
Name(s) of person(s) to be at site:		
Date(s) of use:	Site requested:	

Adequately describe what services or products you wish to sell or promote. **Be thorough and specific**. If you are not selling or promoting, please explain what your purpose is. If you are selling crafts, e.g., specify what type of crafts (the product and of what it is made):



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Describe any displays you wish to use (attach photo/sketch if possible):

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 Approval	Date



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WASILLA SHOPPING CENTER 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 Wasilla Shopping Center, LLC, and all agents, employees, and assigns of either DCM or Wasilla 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 Wasilla Shopping Center, LLC, and the agents, employees and assigns of either DCM or Wasilla 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 Wasilla 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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RULES GOVERNING LICENSE USE OF PROPERTIES

Read carefully before signing application.

Purpose of License Agreement

A license is an agreement that allows you to temporarily use space within the shopping center to display, offer or demonstrate products or services. A license is similar to a theatre ticket or parking permit. It is not a lease. It does not give you a legal interest in any specific property. A license does permit you to use a space for a designated period of time as set forth by Denali Commercial Management, Inc. The right to use the space is contingent upon compliance with the conditions set forth in these rules, the application, and any attachments hereto.

Licensing Process

Applications and payment of fee must be received in our office at least five (5) working days prior to the first day of use requested and up to three (3) months in advance with a limit of seven (7) days per month and/or fifty (50) days per calendar year. Space is booked on a first-come first-served, space-available basis once the completed application and appropriate fees are received. Use of booth or table space shall begin no earlier, and last no later than the times listed below. Within the allotted time frame(s), you may stay open as many or as few hours as you choose.

Monday-Friday: 9.30 AM – 9.00 PM Saturday and Sunday: 10.00 Am – 6.00 PM

If you are in a center where no booth is available, a map will be attached to your permit indicating the location to set up. Location is subject at all times to the discretion of Denali Commercial Management, Inc.

Booths may not be moved by licensees without approval from Denali Commercial Management, Inc.

Booths are cleaned on a regular basis. However, we cannot patrol the booths at all times, and thus cannot guarantee their cleanliness. Licensees shall be responsible for the cleanliness of the booth both before and after use.

When describing, on this application, products to be sold, be specific. If the product is handcrafted, specify so. Of what is it crafted? If not crafted locally, how and where? This information is necessary to avoid scheduling licensees in conflict with our tenants. Guarantees will not be made to anyone that she/he will be the only one selling an item.



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Once completed, an application is valid for all locations and will be kept on file through the end of the year in which it was completed. To request additional days and locations throughout the year, simply note the center and days requested and mail along with your fee. You must provide the appropriate fee at least five (5) working days prior to the first day of use requested. No space will be booked until the appropriate fee is received. THERE ARE NO EXCEPTIONS! If the dates you have requested are not available at the time we receive your fee, we will notify you and indicate the other options that are available.

Cancellation or rescheduling notification must be received from licensee at least two (2) weeks prior to the date(s) of use requested. If notification is not received at least two (2) weeks in advance, licensee will forfeit her/his fee.

NO CREDITS OR REFUNDS WILL BE ISSUED without proper notification.

Rules & Regulations

1. The use site must be kept neat and clean. License must immediately clean up any spillage.

2. Attendants at the use site must be properly attired. Costumes or unusual promotional attire must be approved in advance.

3. Attendants may not solicit customers' attention by verbally or physically inviting them to their site. Attendants must maintain a normal conversational tone when conversing with patrons.

4. No amplifying, video or sound equipment may be used without prior approval. Electrical items may not be used without being described on the application and without prior approval.

5. Denali Commercial Management, Inc. may immediately revoke licensee's use of space if the actions or behavior of the applicant detrimentally affects the safety and/or commercial interests of the owner, tenants, licensee or customers.

6. Applicant and her/his guarantor, if any will indemnify and hold harmless the owner, their agents, employees and insurers from and against all claims, suits, costs or damages arising out of or in any way caused in whole or in part, by the use of the premises by applicant. The owner, her/his agents, employees and insurers shall not be liable for any loss or injury to property of the applicant.

7. When renting for consecutive days, licensee must take exhibits, displays and merchandise out of the mall each night. Under no circumstances will Denali Commercial Management, Inc. or any affiliated person or entity be responsible for anything left unattended by licensee. Anything left unattended shall be so at licensee's sole risk.



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8. Licensee shall not display additional signage in any part of the shopping center other than on the booth or table. Signage on the booth or table must be approved in advance by Denali Commercial Management, Inc.

9. Licensee may not smoke, drink or eat while serving as an attendant at use site.

Agreement

I agree to abide by the Agreement as set forth above.

Applicant/Guarantor Signature:

RULES GOVERNING LICENSE USE OF PROPERTIES MANAGED BY DENALI COMMERCIAL MANAGEMENT, INC.

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: