

**Tanurb Developments**

Shopping Centre:      Festival Marketplace      Telephone      (519) 273-6724  
                                  1067 Ontario Street      Fax      (519) 273-6984  
                                  Stratford, Ontario      E-mail      mj@tanurb.com  
                                  N5A 6W6

**NOT-FOR-PROFIT**  
**DISPLAY / EXHIBITION**  
**TEMPORARY OCCUPANCY CONTRACT**

*(The following information must be provided prior to approval)*

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

Non Profit Registration #: (if applicable) \_\_\_\_\_

Complete Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Purpose of Occupancy: \_\_\_\_\_

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

1. Area Location: \_\_\_\_\_ (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ ↶  
 (Using the Map below, please indicate your top 3 choices (ie. A, D, I))

2. Electrical Outlet: Yes ( ) No ( )

3. # of tables required \_\_\_\_\_ \*      4. # of chairs required\*\* \_\_\_\_\_  
 \*\* Limited availability – first come first serve basis



## **RULES AND REGULATIONS – NON-PROFIT**

**The following rules and regulations are intended to help us work together in presenting a professional event or display. Thank you for taking the time to read over these important points that can benefit all. We welcome your visit and contribution to Festival Marketplace.**

### **Release:**

Because of strict regulations placed on Festival Marketplace by our Insurance Company, we must request that each group or organization using space at Festival Marketplace complete the release waiver found on page 2.

### **Restrictions:**

Auxiliary sound systems are not permitted. No actions may be carried out that the Management feels may cause a nuisance or disturb the quiet enjoyment of any customer or merchant in the Shopping Centre.

### **Hours of Operation:**

Tenants must set up prior to the Centre opening and may not dismantle until Centre closing. All displays must be fully manned during Centre hours. All tenants must comply with Festival Marketplace hours (Monday – Friday 9:30 a.m. – 9:00 p.m., Saturdays 9:30 a.m. – 5:30 p.m., Sundays 12:00 p.m. – 5:00 p.m.)

### **Short Term Agreement:**

All tenants must fill out and return a Temporary Occupancy contract to the Management Office at least three working days prior to your event.

### **Location:**

Organizations requesting a lease must utilize designated booth unless arrangements have been made previously. In addition, your booth exhibit or space must be kept clean at all times. Any garbage or debris must be taken to the various disposal areas. Cleanup must be undertaken by the undersigned at the end of the said term.

### **Control:**

The tenant has no right whatsoever to assign this permit to any other party. Festival Marketplace employees have the right to cancel at any time and for any reason, without notice, the right for anyone to exhibit or display their interests within Festival Marketplace, or to reschedule dates, times or location of any activity.

### **Solicitation:**

Tenants are provided with or required to bring a table, which acts as a "buffer" between the shopper and the tenant. **No tenant may approach shoppers at any time. Tenants must operate from within the confines of their exhibit at all times.** Failure to comply with this policy, may result in being asked to leave the mall.

### **Permits:**

Proof of a Government License, approval or permit must be made available, if applicable.

### **Parking:**

The entrance of the parking lot or the Mall shall not be blocked at any time, nor shall your use of the said area interfere with the customers or the normal operations of the Shopping Centre.

### **Supervision:**

A competent, responsible adult will be designated as on-site supervisor and will at all times be in direct control of the activity and the identity of this person will be made known to the Centre Management Office prior to commencement of activity.

### **Conduct:**

The tenant undertakes to abide by all applicable government regulations and conduct its affairs in strict conformity with the law and in such a manner as not to bring and disrepute on Festival Marketplace or in any way offend, annoy, or interfere with Festival Marketplace employees, customers or tenants.

### **Equipment:**

If you are in need of electricity for your display, please inform the Management Office at least one week prior to your event. You must provide your own 30' extension cord. The use of any tape of the floor is not permitted. Mall furniture may not be used for display purposes.

**Display Description**

Physical Requirements: please send picture of display or kiosk if possible.

**Comments Regarding Display:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Promotion and Publicity**

Should event/display/exhibit/kiosk/cart (thereinafter collectively referred to as "display") be publicized in any way whatsoever, describe below and attach copy(s) of all notices, releases.

**Approvals, Licenses or Permits**

Tenant agrees to assume the defense of all indemnification and hold the Landlord harmless from and against any and all claims of any nature whatsoever and the costs and expenses including counsel fees of defending same based upon and arising out of the tenancy, facilities, equipment, product, services or operations under or in any way connected with this tenancy agreement.

**Sale of Merchandise or Services(s)**

No sale of merchandise or service(s) are permitted by any Tenant unless specifically approved by the Landlord.

Permit Required:        Yes \_\_\_\_\_ No \_\_\_\_\_ Permit # \_\_\_\_\_

*I hereby certify that the above and attached information is true and complete. I have read, understood and accepted the terms as stated above and the rules and regulations attached hereto. **RELEASE (see below) must be completed.***

**TENANT SIGNATURE:** \_\_\_\_\_

**RELEASE**

**TO:            TANURB (FESTIVAL MARKETPLACE) INC.**  
**RE:            TEMPORARY LICENSE – FESTIVAL MARKETPLACE**

In consideration of the grant of license in respect to the temporary occupation at Festival Marketplace (the "Shopping Centre"), I \_\_\_\_\_, owner/operator of \_\_\_\_\_ (insert name of business/association) hereby remise, release and forever discharge you, your successors and assigns of and from all manner of actions, causes of actions, costs, complaints, claims and demands of every nature and kind whatsoever which I have had, now have or may have in respect of the grant of license to operate upon the Shopping Centre. I further agree to indemnify you against any claims, actions, causes of actions, costs, complaints and demands of any nature which may be brought against you by any other party in respect to the said temporary license.

I further agree to be bound by and to abide by any such rules and regulations imposed by Tanurb (Festival Marketplace) Inc., or its authorized manager, in its sole discretion and acknowledge that Tanurb (Festival Marketplace) Inc. shall at all times retain the right to suspend and/or terminate my occupancy.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Organization/Licensee

\_\_\_\_\_  
Witness

**Contract Details Reviewed and Approved by the Property Manager (For Office Use ONLY):**

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