

# *the* **PEN CENTRE**

## **TEMPORARY OCCUPANCY RULES AND REGULATIONS**

Due to the great number of requests from community organizations to use the Pen Centre premises to promote their organizations and/or coming special events, we have modified our rules and regulations with respect to dealing with these groups. **PLEASE READ CAREFULLY. (Note: All groups requesting use of Pen Centre space must complete an **Application Form**).**

### **RULES AND REGULATIONS:**

- (1) Only charitable and non-profit organizations and/or recognized community service groups working on behalf of charitable or non-profit organizations shall be permitted to use Pen Centre premises without charge to promote their organization and/or coming special event(s). (You will be required to supply your non-profit or charitable organization registration number on the application form.)
- (2) School fundraisers are acceptable; however the event must be a school-sanctioned event. You are responsible for notifying your school's administration and the appropriate School Board officials. (i.e. Niagara Catholic District School Board, Office of the Superintendent of Business @ 905-735-0240; District School Board of Niagara, Central Services @ 905-641-2929.)
- (3) Every organization must submit an **application form** three (3) months in advance of the date(s) being requested. Forms are available online at [www.thepencentre.com](http://www.thepencentre.com) , at our Guest Services Centre (located inside Entrance #2 between Starbucks and Hudson's Bay,) or in our Administration Office.
- (4) Bookings by any one group or organization will be limited to two times per year and to not more than 3 consecutive days, per booking.
- (5) Requests for use of parking lot for special events must follow these same procedures.
- (6) \*Car washes and "barbecue fundraisers" are no longer permitted.
- (7) Community Booking requests will be handled on a first-come, first-served basis, and not based on the date(s) being requested. Please **allow two (2) full weeks for your application form to be reviewed** and for the Bookings Manager to contact you. (Note: A *certificate of insurance with a minimum liability of \$3,000,000* must be in place at least **two weeks prior** to set-up.)

Permission to use one of the promotional areas will be granted based on availability. Only two areas, the Event Court and Arlies Area are used for Community Bookings. All other areas are used for in-house promotions only, unless otherwise arranged with mall management.

- (8) Community groups setting up a display in the mall are responsible for the security of the display at all times and are expected to man the display during **full mall hours**. Mall hours are as follows: Monday to Friday 10:00 a.m. to 9:00 p.m.; Saturday 9:00 a.m. to 6:00 p.m.; Sunday 11:00 a.m. to 6:00 p.m. Set up is to be completed before the mall opens in the morning and take down is to be done after the mall closes in the evening. **No set up or take down is to be done during regular mall hours.**
- (9) Community groups setting up a display in the mall may bring in or make arrangements for, up to one (1) skirted table and two (2) chairs only. Tables must be skirted in black fire retardant skirting.
- (10) Each request will be examined individually to determine whether the proposed activity is in conflict with Pen Centre tenant activity.
- (11) You will receive a telephone call and/or e-mail confirmation from the Community Bookings Manager to notify you of whether your request has been granted or denied as soon as possible. Or you may follow-up on your request by calling 905-682-8645, (please allow two (2) full weeks from date of submission).
- (12) If your request is granted, you will need to contact your insurance company to have a certificate of liability insurance (**min. \$3,000,000**) prepared to cover your event. The Certificate **must** name, "**The Pen Centre, Cushman Wakefield Asset Services Inc., OPB Realty Inc., and Pen Centre Promotion Association O/A Pen Centre Promotion Fund**" as **certificate holder and additional insured**. (NOTE: This certificate **must** be given to mall management two weeks **before** the booking date, or your community booking will not be processed.)
- (13) If your organization is holding a draw and selling raffle tickets, a copy of your lottery license **must** accompany your contract and be given to mall management one week **before** the booking date, or your community booking will not be processed.
- (14) Further, the User agrees to provide The Pen Centre, an **Event / Community Booth Post Analysis Form** within a week of vacating. The form will request details of dollars raised, tickets sold, or whatever measures utilized to gage the success of your event. The Pen Centre shall not use any statement, or information acquired hereunder except for internal purposes, or except if a court or other governmental authority shall otherwise order the divulgence of such information.

- (15) All electrical cords, are to be supplied by your organization and securely taped to the floor.
- (16) All signage must be professional in appearance. Handwritten signs are not permitted.
- (17) The Landlord reserves the right to enforce a 6-ft. height restriction on display boards/booths.
- (18) No signs or decorations should be taped to Mall columns or structures. The User is responsible for any damage to borrowed property due to their neglect.
- (19) No helium tanks are permitted in the mall.
- (20) There is to be **no soliciting** by an exhibitor to a mall shopper. All exhibitors are to remain in their seats at their booth and allow a shopper to approach them on their own free will.
- (21) The mall prohibits exhibitors from standing in entranceways unless permission is given in writing.
- (22) Mall Management reserves the right to prior approval of any message, advertisement, or presentation that is brought in, and reserves the right to request the displayer discontinue use of any materials.
- (23) Once mall space is booked, it may not be re-assigned and/or transferred by the displayer.
- (24) The mall may cancel the contract of Temporary Occupancy at any time without prior notice. The displayer must cease operations immediately upon cancellation of a contract.
- (25) The mall may at any time relocate a displayer within the shopping centre without advance notice.
- (26) Where applicable, the displayer must provide a fire certificate or permit for combustible items brought into the mall. Also, when bringing vehicles into the mall, the completion of an additional form is required to make the contract valid.
- (27) There is to be no undue accumulation of garbage, trash, rubbish or other refuse in the assigned area. The User agrees to have such garbage, trash, rubbish or other refuse securely tied in garbage bags and placed in garbage bins. Garbage disposal is the responsibility of the User.
- (28) The User's volunteers/personnel must operate in a professional manner with courtesy to all customers, retailers and the pen Centre staff. Volunteers and personnel must be neat in appearance with appropriate attire indicating their organization.

\*\*\*Failure to comply with the above rules and regulations will result in the contract being void and/or the cancellation of future events.