

**APPLICATION FOR PERMIT TO USE  
DEBAROLO COMMONS AT SOUTHERN PARK MALL**

7401 MARKET STREET YOUNGSTOWN, OHIO 44512-5624 (the "Center")

*Instructions: Please TYPE or PRINT all information.*

Name of Individual / Organization	<b>PERMIT PERIOD</b>		
	<b>Date Requested</b>	<b>Time Requested</b>	
Street Address		From:	To:
City, State, Zip		From:	To:
Telephone No.		From:	To:
Name of Person who would be in charge:		From:	To:

<b>DESCRIPTION OF EVENT/ACTIVITY</b>	<b>SPACE REQUESTED (the "Space")</b>		
	<input type="checkbox"/> Field - Turf	<input type="checkbox"/> Patio Area	<input type="checkbox"/> Stage Area
	<input type="checkbox"/> Field - Grass	<input type="checkbox"/> Restrooms	<input type="checkbox"/> Walking Path
	<b>Additional Description:</b>		
<b>USE FEE:</b> As consideration for permission to use the Space, Applicant agrees to pay to Owner the Fee set forth in the Permit Notice, as defined in the Permit Terms and Conditions.	<b>PAYMENT.</b> Make Checks Payable to: <b>Southern Park Mall, LLC</b> Mail Payments to: 7401 Market Street, Youngstown, OH 44512-5824 If Fees are not paid when due or a check is returned for any reason, Application will be denied or permit cancelled.		

**GENERAL RELEASE AND INDEMNITY**  
*(Please read carefully)*

Applicant agrees to defend, indemnify and hold the Center owners, managers and tenants harmless from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of DeBartolo Commons or any other part of the Center by the Applicant, its members, partners, associates, agents, contractors, employees, guests and invitees. The Applicant releases and discharges the Center owners, managers and tenants from any and all liabilities, claims and actions for any damages or injuries either to the person or property sustained by reason of any condition of DeBartolo Commons or the Center, or due to any act of any employee or agent of the Center owners, managers and tenants.

**WAIVER**

Each individual who participates in the Activity or Event at DeBartolo Commons (each a "User") is required to complete the Waiver, Release of Liability, Assumption of Risk, Indemnity Agreement and Parental Consent attached hereto as **Exhibit A** and submit such Waiver to Center Management prior to using the Space at DeBartolo Commons.

**ACKNOWLEDGEMENT**

*(Please read carefully)*

The undersigned hereby represents that he/she is the Applicant or an officer or other authorized agent of the Applicant and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Permit Terms and Conditions (see next page/reverse side), forming part of this Agreement and agrees that permission to use DeBartolo Commons is expressly conditioned upon Applicant's agreement, acceptance and continuing observation of the Permit Terms and Conditions, DeBartolo Commons Code of Conduct and Rules and Regulation on <https://debartoloccommons.com/>.

Name of person completing application	Street Address (if different than above)	
Title	City, State, Zip	
Signature	Date	Phone No.

**FOR DEBAROLO COMMONS STAFF USE ONLY**

APPLICATION NUMBER: _____	RECEIPT DATE: _____
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## PERMIT TERMS AND CONDITIONS

1. **Owner.** The term "**Owner**" means Southern Park Mall, LLC, owner of Southern Park Mall (the "**Center**") where DeBartolo Commons is located.

2. **Permit Required.** A permit is required to reserve the use of space at DeBartolo Commons. Owner or its personnel managing the Center ("**Center Management**") may in its sole discretion permit or not permit any person or organization to use DeBartolo Commons or require a User to leave DeBartolo Commons and the Center without any liability whatsoever for any damages, claims, losses, actions, or suits arising from such removal.

3. **Permit Decision and Agreement.** Owner shall deliver to Applicant written notice of acceptance or rejection of Application. A Permit is granted on the condition that Permittee enter into a permit agreement with Owner for the use requested herein ("**Permit Agreement**"). The Permit Agreement will include the terms governing the use of the Space, including, without limitation, a depiction of the Space, associated Use Fee and any additional payment instructions. Permittees will not be permitted to use the Space without a signed Permit Agreement.

4. **Event/Activity.** (a) The Event/Activity shall be confined to the specific use, Space and Permit Period(s) approved by Owner. (b) If the Event/Activity may reasonably be expected to cause public disorder or injury to any person or property or to require substantial cleaning, repairs, or restoration in order to return any area of DeBartolo Commons to the condition existing immediately prior to the commencement of the Event/Activity, Center Management may, as a condition to granting a permit, require security for the performance of the Applicant's obligation as Applicant under such permit and these terms and conditions. Such security shall be in a form satisfactory to Center Management and may be a cash deposit, a bond, or other adequate assurance of the Applicant's performance.

5. **Use at Your Own Risk.** Use of DeBartolo Commons is at the sole risk of the Applicant and each User. DeBartolo Commons is not supervised and Owner is not responsible for any injuries from use, or death or for damage or theft to personal property.

6. **Supervision.** At all times during its use of the Space, Applicant shall provide sufficient supervision and maintain adequate control of its members, guests, and invitees while the same are at or about DeBartolo Commons, so as to prevent unlawful, offensive or objectionable actions, as determined by Center Management, in its sole discretion.

7. **Permits and Compliance.** Applicant shall obtain any licenses, authorizations, or permits required by any governmental agency or authority required for the Event/Activity. Applicant's operation under this Permit shall conform to and comply with, all applicable laws, codes, ordinances, regulations, directions of public officers thereunder, insurance requirements and the DeBartolo Commons Code of Conduct and Rules and Regulations.

8. **Insurance.** If the application is for activity which may reasonably be expected to cause public disorder or injury to any person or property or to require substantial cleaning, repairs or restoration in order to return the area of the Center to the condition existing immediately prior to the commencement of the activity, Center Management may, as a condition to granting a Permit, require security for the performance of the Applicant's obligations hereunder. Such security shall be in a form satisfactory to Center Management and may be a case deposit, insurance policy or adequate assurance of the applicant's performance. Where such determination is made an insurance is required, such insurance shall be in the minimum of a commercial general liability policy having a limit of \$1,000,000 per occurrence with a \$1,000,000 aggregate, naming the Center owner, manager and their affiliates as additional insureds.

9. **Indemnification.** Applicant assumes liability for and shall defend, indemnify and hold harmless Owner and Owner's property manager, their affiliates and subsidiaries and each of their officers, directors, employees, and agents, and any mortgagee and master lessor of the Center ("**Owner's Parties**"), from and against any and all liabilities, obligations, losses, penalties, claims, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of any activity of Applicant, its employees, agents, contractors or invitees. The obligations set forth in this **Section 9** shall survive the expiration of the Permit Period or earlier revocation or cancellation of this Permit.

10. **Waiver of Liability.** Owner and Owner's Parties shall not be liable to Applicant for, and Applicant waives all claims against such parties, injury, death, or damage to person or property sustained by Applicant or any person claiming through Applicant resulting from any condition, accident or occurrence in or upon the Space, or any other part of the Center, unless such matters arise solely from the gross negligence or willful misconduct of Owner. For each person participating in the Event/Activity in the Space pursuant to this Permit, Applicant shall deliver to Owner signed copies of the attached Waiver, Release of Liability, Assumption of Risk, Indemnity Agreement and Parent Consent form attached hereto as **Exhibit A** and forming part of this Agreement.

11. **Signage.** All signage and/or other display materials used in the Space must be approved by Center Management prior to display in the Space or

DeBartolo Commons. Center Management may remove, alter or relocate signage or display materials at its sole discretion and without consequence.

12. **Condition of Space.** The Space shall be left in the same condition as it was upon commencement of its use. Applicant shall remove all trash from the Space and deposit trash and recyclables in cans provided or otherwise remove them from the Space.

13. **Objectionable and Prohibited Use.** Applicant and each User shall not engage in any of the following activities

(a) **Solicitation and Vending.** Unless otherwise permitted by Owner, the Applicant shall not vend, peddle, or solicit orders for sale or distribution of merchandise, devices, services, periodicals, books, pamphlets, tickets or other material whatsoever.

(b) **Alcoholic Beverages.** Unless otherwise agreed to in writing by the parties, Applicant, its employees, agents, contractors, or invitees shall not consume, serve or sell alcoholic beverages on or from the Space or DeBartolo Commons.

(c) **Devices, Sounds and Odors.** Applicant shall not use any vehicle, motor, camera, lighting device or projector in the Space without prior approval of Owner. Applicant shall not permit the emission of noise or odors or use any device or paraphernalia which may constitute a nuisance such as loudspeakers, sound amplifiers, radios, televisions or other device without the prior written approval of Owner.

(d) **Behavior.** Applicant shall not engage in any fighting or direct use of any physical force, abusive or obscene language or threats toward any other person or engage in any other form of improper behavior such as the making of unreasonable noise or coarse or offensive utterance, gesture or displays which causes or is likely to cause significant public inconvenience, annoyance or alarm. Applicant shall not engage in any conduct which might interfere with or impede the use of any other facilities of the Center by any customer, business invitee or employee, employer, or tenant or create a disturbance, attract attention or harass, annoy, disparage or be detrimental to any of the retail establishments in the Center.

(e) **Obstruction.** Applicant shall not obstruct the free flow of pedestrian or vehicular traffic at the Center. Any person or organization using DeBartolo Commons shall not engage in any conduct which might interfere with or impede the use of any other facilities of the Shopping Center by any customer, business invitee or employee, employer, or tenant.

(f) **Hazardous Materials.** Applicant shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the Space.

14. **Violations.** An Applicant or User found to be violating these Terms and Conditions, or DeBartolo Code of Conduct or Rules and Regulations may be asked to leave DeBartolo Commons and the Center without any liability whatsoever for any damages, claims, losses, actions, suits arising from such removal. If Center Management deems the use of the Space objectionable, at its sole discretion, it may, without any notice whatsoever, cancel the Permit and revoke Applicant's permission to use the Space.

15. **Permit Revocation or Cancellation.** (a) Owner may cancel or revoke a Permit at any time without cause with 24 hours' prior written notice. (b) Owner may revoke or cancel this Permit immediately upon a breach of any term of this Permit by Applicant or the violation of DeBartolo Code of Conduct or Rules and Regulations by any User; and may pursue all other remedies or damages available to it at law or in equity.

16. **Removal.** On the expiration of a Permit Period or earlier revocation or termination of a Permit or Permit Agreement, Applicant shall remove any signage, and any other goods and effects from the Space and leave the Space in clean and good order and condition. Any trash must be removed by Applicant as instructed by Owner. Personal property of Applicant not removed by the end of the Permit Period or earlier revocation of this Permit may be sold or destroyed by Owner, at Owner's option, without liability.

17. **Marks and Names.** Applicant shall use no symbol, design, name, mark or insignia adopted by or identifying the Center, including without limitation the Center name or the name of Owner or any of its affiliates, without the prior written approval of Owner. Should Owner grant such consent, Applicant shall not assign or transfer in any way such rights to any third party without the written consent of Owner.

18. **Assignment and Subletting.** Applicant shall not sell, assign, license, or transfer a Permit granted by Owner, nor sublet all or any part of the Space without Owner's prior written approval, which may be withheld at Owner's sole and absolute discretion.

19. **Electronic Signature.** A signature to this Permit executed and/or transmitted electronically shall have the same authority, effect and enforceability as an original signature.

Signature of Applicant: \_\_\_\_\_

EXHIBIT A

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND PARENTAL CONSENT

Center: SOUTHERN PARK MALL

Event/Activity: \_\_\_\_\_ Event/Activity Date(s): \_\_\_\_\_

Name of Participant: \_\_\_\_\_ Age: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Name of Participant's Parent: \_\_\_\_\_  
(If Participant is under the age of 18 years)

Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

Email Address: \_\_\_\_\_

Telephone-Home: \_\_\_\_\_ Telephone-Cell: \_\_\_\_\_

In consideration for being allowed to participate in the Event/Activity at DeBartolo Commons at Southern Park Mall on the Event/Activity Date, I, the undersigned, understand, acknowledge, appreciate, and agree that:

1. I fully understand that participation in the Event/Activity involves risks and dangers of bodily injury, including, without limitation, disability, paralysis and death (the "**Risks**"). I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, associated with my participation in the Event/Activity, and, understanding such Risks, I represent that I voluntarily desire to participate in the Event/Activity.
2. I fully understand that these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Event/Activity, the condition in which the Event/Activity takes place, or THE NEGLIGENCE OF THE RELEASEES named below; and there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Event/Activity.
3. I am in good health and physically capable of participating in the Event/Activity. I acknowledge and agree that I, and I alone, am solely responsible for my personal health and safety and the personal property that I bring with me.
4. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care.
5. I willingly agree to read all the Event/Activity policies, rules and regulations governing the use of DeBartolo Commons and, at all times while participating in the Even/Activity, I will abide by all such rules and regulations.
6. I, on behalf of myself and my heirs, assigns, personal representatives, administrators, estates, next of kin, invitees, and guests, HEREBY VOLUNTARILY AND FOREVER: (i) RELEASE **Southern Park Mall, LLC** ("**Owner**"), its affiliates, and their respective current and former owners, partners, members, officers, directors, trustees, advisors, consultants, employees, agents, volunteers, representatives, successors, assigns and other participants, advertisers and sponsors (collectively "**RELEASEES**"), FROM ANY AND ALL LIABILITY WHATSOEVER, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY AND ALL INJURIES, DISABILITIES, DEATH, LOSSES OR DAMAGES TO PERSON OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH MY PARTICIPATION IN THE EVENT/ACTIVITY, WHETHER OR NOT CAUSED BY THE INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; (ii) WAIVE ANY RIGHT TO SUE OR MAKE ANY DEMAND WHATSOEVER against any RELEASEE for any damages or losses arising, directly or indirectly, in connection with the my participation in the Event; (iii) AGREE NEVER TO SUE ANY RELEASEE asserting any claim for damages or losses suffered, directly or indirectly, in connection with my participation in the Event/Activity. I further agree that if, despite this Agreement, I, or anyone on my behalf, or any invitee or guest, makes a claim against any of the Releasee's, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or cost which I may incur as a result of such claim. I understand and agree that this Waiver, Release of Liability, Assumption of Risk, Indemnity Agreement and Parental Consent (if applicable) (the "**Agreement**") shall survive my participation in the Event/Activity.

7. I understand that my name, photograph, voice or likeness may be used by the RELEASEES for informational, educational, promotional and/or publicity purposes, among others, including but not limited to use on websites or in publications, displays, newspapers, magazines, advertisements, reports, videotapes, audiotapes and other media. I consent to and authorize, in advance, all such uses and waive all rights of privacy I have in connection therewith. I further understand that I will not be compensated for any such use. I also agree to release the RELEASEES from any and all liability arising out of or connected to the use of my name, photograph, voice or likeness as stated above.

I HAVE CAREFULLY READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY AGREEING TO IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM AGREEING TO ALL OF ITS TERMS INCLUDING WAIVING SIGNIFICANT LEGAL RIGHTS. I AGREE TO THIS AGREEMENT IN ITS ENTIRETY FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**IF YOU ARE 18 YEARS OR OLDER, PLEASE SIGN HERE.**

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

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

Print Name of Participant: \_\_\_\_\_

**IF THE PARTICIPANT IS LESS THAN 18 YEARS OLD (A "MINOR PARTICIPANT"), THEN A PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT MUST SIGN BELOW, WHICH SIGNATURE SHALL CERTIFY THAT SUCH PARENT OR LEGAL GUARDIAN (I) CONFIRMS THAT ALL STATEMENTS MADE ABOVE WITH RESPECT TO SUCH MINOR PARTICIPANT ARE TRUE AND ACCURATE AND (II) MAKES THE SAME CONSENTS, WAIVERS, RELEASES AND OTHER STATEMENTS ON BEHALF OF ITSELF AND ITS MINOR PARTICIPANT, AS ARE SET FORTH ABOVE.**

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

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

Print Parent Name: \_\_\_\_\_