

## **LOUGHEED TOWN CENTRE - RULES AND REGULATIONS**

The following rules and regulations apply to all Specialty Leasing Tenants and are designed to create a safe, professional and exciting shopping environment for our customers.

### **Centre Hours**

Hours of operation for all Specialty Leasing tenants will coincide with the regular operating hours of Loughheed Town Centre. Carts, Temporary Kiosks, Commercial Displays, Mall Shows or In-line temporary tenants are to be attended at all times with no coverage gaps during lunch, dinner or other breaks. Any Specialty Leasing tenant who does not maintain these mall hours will be in violation of their Lease and will be subject to immediate termination of the Lease and removal from Loughheed Town Centre.

### **Locations**

The location of the area will be assigned at the discretion of the Landlord. Locations may be subject to change whenever deemed necessary at the Landlord's absolute discretion.

### **Use Clause**

Specialty Leasing tenants may only sell merchandise or offer services that have been agreed upon in advance by the Marketing Director. The Marketing Director must approve any new or additional product or service prior to display or sale at your location.

### **Space Limitations**

Carts are licensed to operate only within the area of the unit provided and placement of anything off the cart will not be allowed without the prior consent of the Landlord. The area occupied and used by temporary kiosks, commercial displays and trade shows will vary dependant on the respective Lease.

### **Signage**

All Specialty Leasing tenants are required to use professionally prepared signage prepared by the Landlord at the Tenant's expense or previously approved by the Landlord. No hand written signage will be allowed.

### **Aesthetic Requirement**

All Specialty Leasing tenants are expected to have a complete inventory of merchandise on hand and all presentations and displays must appear full and well maintained at all times. Restocking should be done prior to mall opening or at closing. Any empty boxes or cartons must be removed from the display area. Specialty Leasing tenants are responsible for cleaning and maintenance for all aspects of the Store.

### **Return Policy**

Specialty Leasing tenants must have a return policy, which provides for full refunds to unsatisfied customers, provided that the product purchased is returned in resalable condition. Provisions must be made for customer returns and refunds after the Tenant has vacated the Store. This policy must be clearly posted and professionally signed.

### **Food and Drink**

While we acknowledge the fact that many Specialty Leasing tenants are owner-operated and work a full day at their location, every effort should be made to limit eating and drinking at the Store and to obstruct these items from public view. Please refrain from reading while sitting at the cart.

### **Solicitation**

Specialty Leasing tenants shall not solicit business in the common areas of Loughheed Town Centre, nor shall they distribute handbills or other advertising in the common areas of the property.

### **Security**

The security of merchandise and valuables at the location is the sole responsibility of the Tenant. Keys to your location should be kept in a secure location at all times.

### **Employee Parking**

Specialty Leasing tenants' employees must restrict their parking to the areas designated by the Landlord. Parking is available to you on the top level of the upper parking deck.

### **Set up and Break Down**

Specialty Leasing tenants are to move in and move out of the mall at designated times and stay for the entire duration of the Lease. No equipment will be available from or supplied by the mall for set up, take down or any other purpose. All dollies used to transport merchandise and supplies in Lougheed Town Centre must have rubber wheels only.

### **Mall Storage**

Storage space for Specialty Leasing tenants is rarely available. In the event that storage space is available, separate arrangements must be made with the Administration office.

### **Electricity**

Electricity is provided for all cart, and in-line tenants and, where available, for temporary kiosk tenants. Extension cords, if used, must be completely concealed and, if running across mall floors, must be covered with a Landlord-approved cover. Radios, heaters, fans etc. are not permitted for common area set-ups. No tenant shall operate any equipment causing excessive noise or annoyance nor shall vendors or any Specialty Leasing tenant create any offensive odours.

### **Garbage Removal**

The removal of garbage and/or recyclable materials to Lougheed Town Centre designated garbage and recycling collection areas is the responsibility of the Specialty Leasing tenant. Debris such as, and not limited to, unwanted fixtures, skids and building materials are not permitted in the mall's garbage collection areas. Please take your garbage and recyclables to the upper East Loading Dock. Access is available on the second level beside the elevator. All refuse, empty boxes or cartons must be removed from your location. Stock in boxes is not permitted to be sitting on the floor around the Store. Trash and debris is to be placed in to the assigned compactor designated by the Shopping Centre, and not placed in the common area public trash receptacles.

### **Permits**

All necessary permits are the responsibility of the Tenant prior to set up.

### **Tenant Information Manual**

Specialty Leasing tenants and their employees shall abide by the Landlord's Rules and Regulations with respect to the common area, facilities, improvements, parking lots and sidewalks. The Landlord may amend, repeal or create new rules and regulations from time to time and all such amendments, repeals and /or new rules and regulations shall be binding upon the vendor upon receipt of a copy thereof.

### **Non-Conformance**

The Landlord reserves the right to refuse entry to any Specialty Leasing tenant's employee who does not abide by all operational rules and regulations for the Lease and schedules thereto. Violation of any of the above rules and regulations will be grounds for immediate termination of the Lease.

### **Rent & Sales Reports**

Rent is due in advance on the first day of each Rental Period of occupancy. In the case of all vendors whose Lease requires the reporting of weekly sales, all sales reports for the prior week are due in the management office of the Landlord by 10:00 a.m. on the first business day of the following week. Failure to pay rent on time or report accurate sales may result in termination of the Lease.

### **Security Deposit**

In addition of the advance payment of the first rent coming due pursuant to the Lease, a security deposit may be required from Specialty Leasing tenants. Security deposits will be applied; less the Landlord's cost to repair damages to the cart or accessories due to the negligence of the tenant; if any, to the last rent coming due prior to the expiration of the Lease.

### **Insurance**

A Certificate of Insurance with the limits as stated on the Lease is to be supplied by the Tenant to the Landlord prior to which possession of the Store will be not be granted. Such Certificate of Insurance shall name **Lougheed Mall Holding Corp., LTC Equities Inc., Shape Properties (Lougheed) Corp., Shape Properties Corp., Spectrum Project Services Corp. and Shape Property Management Corp.** as additional insureds.