



TRI-COUNTY MALL

SPECIALTY LEASING INFORMATION

Thank you for your interest in Tri-County Mall as a potential location for your specialty concept. Market research shows that Tri-County Mall is Cincinnati's most popular shopping destination. Located in the northern suburbs of greater Cincinnati, the center is easily accessible from the entire metropolitan Cincinnati area via three major interstates, I-275, I-75 and I-71.

Tri-County Mall is a 1.3 million square foot super regional center anchored by Macy's and Ethan Allen. The center is surrounded by a strong family market area that is amidst rapid development and highly populated with above average income levels. This center offers one of the greatest Specialty retailing opportunities in the area in the form of kiosks, retail merchandising units (RMU's) and in-line spaces.

Become part of the shopping excitement as we add your specialty concept to the wonderful mix of new and traditional shops at Tri-County Mall.

In the following pages you will find the pertinent details regarding the application process. Please complete and return the enclosed application with any merchandise pictures or brochures you may have along with a money order for \$40.00. Merchandise sent to us will not be returned. If you would like your merchandise returned, please make arrangements to pick it up.

Please return the completed application to:

Lee & Associates
11500 Northlake Dr. Suite 100
Cincinnati, OH 45249
dan.mcdonald@lee-associates.com

Again, thank you for your interest in the Specialty Leasing program at Tri-County Mall.

Tri-County Mall

SPECIALTY LEASING PROGRAM

CART

Minimum Rent:

January – October \$ 500.00 per month
November-December \$ 2,000.00 term

Additional Fees:

Percentage Rent (Jan-Oct.) 15% over \$5,000.00 monthly
Percentage Rent (holiday) 12% over \$33,333.33 term
Signs for Cart \$100.00
Security Deposit All deals require 1 month rent as a refundable
Security deposit due at lease signing.
Credit Check Fee (1 time fee) \$30.00

KIOSKS

Minimum Rent:

January – October \$750 and up
November – December (term) \$1,500.00 - \$3,000.00

Additional Fees:

Percentage rent 10% over natural breakpoint monthly

INLINE

Rates vary with size and location. In addition, there is a 10% percentage rent. Electric is set up and paid for by Licensee through Duke Energy: (513) 421-9500.

**For additional leasing information, please contact Dan McDonald
via phone: (513) 588-1113
email: dan.mcdonald@lee-associates.com**

All rates are subject to change. This proposal is not deemed to be a license or an offer to license the described premises, but is merely intended as a convenience for finalizing negotiations with respect to a license agreement. All terms are subject to review by Tri-County Mall, LLC

Tri-County Mall

SPECIALTY LEASING RULES & REGULATIONS

RENT PAYMENTS: Payment of minimum rent and all applicable fees is due upon Licensee's license execution and prior to set-up. Rent is payable only by money order or cashier's check unless other arrangements are made with the Specialty Leasing Manager. All payments are due before 5 p.m. on the first day of every month. Any late payments will be subject to a late charge equal to 4% of the overdue amount, but not less than \$50.00. The Vice President has the right to immediately terminate the Short Term License if the Licensee fails to pay rent and any other charges on or before opening for business on the first day of each month (or the rent commencement date as stated in the Short Term License Agreement).

SALES REPORTING: A monthly report detailing weekly gross sales less sales tax and any percentage rent due, must be submitted to the Management Office on or before the 15th of the month for the previous month's sales. Management has the right to audit sales at any time. Failure to report sales may result in the termination of the Short Term License Agreement.

INSURANCE REQUIREMENTS: Licensee may not open or operate without proper evidence of insurance provided in advance to the Licensor: General liability insurance in the amount of \$1,000,000 (\$2,000,000 for in-line spaces), Employer's Liability of at least \$500,000 per occurrence, Workers' Compensation as required by statute and Personal Property insurance for replacement cost. Each certificate shall name the following as additional insured's:

Certificate Holder should be listed as the following: Tri-County Mall, 11700 Princeton Pike Cincinnati, OH 45246

Additional Insured: Tri-County Mall, LLC and its respective members.

LOCATION OF RMU'S: The location of all RMU's will be at the discretion of Tri-County Mall Management and is subject to change whenever management determines it is in the interest of Tri-County Mall.

SIGNAGE:

- RMU's - All product description signage must be professionally lettered and approved by Mall Management prior to displaying. **Absolutely no hand written signage is allowed!** Signage or any other printed literature must never be taped or attached to the RMU.
- IN-LINE LICENSEES: In-line licensees are responsible for providing all store signs at their cost. Mall Management must approve the size and style. No signs should be affixed to the storefront windows at any time. **Handwritten signage is not allowed.**

SET-UP/STOCKING/DELIVERIES: The Licensee prior to initial set-up must sign Rules and Regulations. At no time will Licensee be allowed to set up without first obtaining approval from Mall Management. All set-up, stocking and deliveries must be done before or after mall hours. Deliveries must be made through freight entrances and rear corridors not through public entrances. All empty boxes and trash must be disposed of immediately. The RMU must be vacated after mall closing on the day your lease expires.

HOURS OF OPERATION: Standard Mall hours are:
Monday through Saturday - 10:00 am to 9:00 p.m.
Sunday – Noon to 6:00 p.m.

These hours are extended during seasonal periods. Tri-County Mall is closed for business on Easter, Thanksgiving and Christmas only. All RMU's must be set up and in operation by the time the mall opens for business each day and must not be left unattended at any time. Any Licensee who does not maintain these hours will be in violation of this Agreement and their license agreement will be subject to termination.

VISUAL DISPLAY AND STOCK:

- Each Licensee is expected to have a complete inventory of merchandise on hand daily. RMU's are a focal point in areas of high visibility. Merchandising of the 8'X8' area is of paramount importance. The RMU's must not have the appearance of emptiness or sloppiness and should be 100% merchandised at all times.
- Licensee must utilize imaginative and attractive fixtures and decorations with a high quality appearance.
- All decor must be reviewed and approved by submitting a space layout in advance to the Licensor's on-site representative before set-up.
- All merchandise must be in good taste. Licensor has the right to remove any merchandise that is deemed questionable.
- Licensor has the right to make periodic reviews of visual display with improvements being made by Licensee if required. Licensor will make Licensee aware of any changes to be made in writing.

MERCHANDISE: Licensees are to merchandise only those items that are agreed to in advance by the Licensee and Tri-County Mall Management. Tri-County Mall Management must approve any new products before they are displayed. Enforcement of this policy is essential and failure to abide by this regulation may result in license termination.

EXTRA STORAGE: Please check with the Management Office for additional storage space rental availability.

ELECTRICAL: **Extension cords need to be hidden under the RMU.** Exposed cords are not allowed as they create a hazardous condition. Extension cords may not be used back to back. Licensee needs to contact Duke Energy's to have the electric placed in their name. Duke Energy's phone number is 513-421-9500.

RMU CHAIRS: Licensor will provide one chair per RMU. No additional chairs are permitted. The chairs are permitted for the convenience of the operators and should only be used during slow periods. Salespeople should be out of the chair, alert and greeting customers on their feet at all times.

PHONE LINES & Internet: All RMU locations are cabled for telephone. Tenant is responsible for calling Cincinnati Bell or Spectrum to set up service.

LIGHTING:

- Restricted to lighting provided with the RMU. Licensor's on-site representative must approve any variation from this regulation in writing.
- B-lights and flashing lights are not permitted.
- The Licensor prior to installation must approve the placement of lighting.

PERSONNEL: Licensee is responsible for making sure that all employees understand and abide by all rules and regulations. All customers must be satisfied. **All returns must be replaced, repaired, exchanged or refunded at the customer's option.** No Licensee may operate who does not follow the above customer return policy. RMU's must be staffed at all times by competent personnel who are neat and professional in appearance. No visitors are allowed and visiting between salespeople of RMU's is discouraged. RMU personnel are not allowed to eat, drink, smoke or read at the RMU at any time. Storage of food and drinks on the RMU is prohibited.

DRESS CODE: No shorts, miniskirts, jeans, ripped pants, baseball caps and T-shirts are allowed. It is important that all personnel are readily identifiable and that a professional image is projected. Any personnel inappropriately dressed will be asked to leave and the RMU will be closed for the day.

CLEANING, APPEARANCE AND MAINTENANCE:

- Absolutely no boxes or extra merchandise are allowed on the floor next to the RMU or on any of the RMU shelves. All miscellaneous items must be kept in the storage bins or off-site. Non-compliance will result in a fine as stipulated in the Short-Term License Agreement.
- The removal of RMU shelving must be coordinated through the Mall Management. If an RMU requires any repair (shelves, lighting...) please contact **Dan Gill** with the Maintenance Department. Licensee will be charged for any damages not reported.
- Licensee is responsible for the upkeep of the RMU including cleaning and dusting of exposed surfaces as well as internal areas and underneath cart and cash wrap. RMU's must be kept clean at all times.
- Damage to RMU due to neglect will be Licensee's financial responsibility.

SMOKING, FOOD, DRINK & ALCOHOL: Licensees will not be permitted to consume any food including alcohol in or around the assigned area or another Tri-County Mall Licensee's area. Professional conduct is required at all times. An RMU employee must cover breaks. RMU's may not be shut down for any period of time.

SOLICITATION: Solicitation or engagement of shoppers passing by is strictly prohibited. All sales approaches are limited to the confines of the licensed space.

APPLIANCES: No advertising medium, instrument or appliance shall be utilized which can be heard or experienced outside the premises, including, without limiting the generality of the foregoing: radios, loud speakers, television, walkmans, headsets, or fans.

TRASH REMOVAL: Temporary Licensees are required to dispose of their own trash. The compactor nearest your location should be used. A \$50.00 per occurrence fine will be imposed on any Licensee for the improper disposal of trash.

EMPLOYEE PARKING: If Licensee or its employees fail to park their vehicles in the designated parking area as deemed by Mall Management, Licensor may charge Licensee Twenty-five dollars (\$25.00) per day or partial day per vehicle parking in any areas other than those designated: provided, however, Licensor agrees to give Licensee written notice of the first violation of this provision, and

Licensee shall have two (2) days thereafter within which to cause the violation to be discontinued, and, if not discontinued within said two (2) day period, then the twenty-five (\$25.00) per day fine shall commence. After notice of such violation, no prior notice of any subsequent violation shall be required. All amounts due under the provisions of this paragraph shall be payable by Licensee within ten (10) days after demand there of. Licensee hereby authorizes Licensor to tow away from the Shopping Center any vehicle or vehicles belonging to Licensee or Licensee's employees which are parked in violation of the foregoing or the rules and regulations issued by Licensor from time to time and/or to attach violation stickers or notices to such vehicles.

MALL MANAGEMENT CONTACTS:

Need assistance, contact the Mall Management Office by calling (513) 671-0120, please direct your call accordingly:

- Specialty Leasing Issues: Eric Choi, VP
- General Issues: Brittany Mersfelder, Office Manager
- Public Safety Issues: Dispatcher (513) 346-4491

I have read and understand the rules and regulations regarding short-term leasing at Tri-County Mall. I understand that violation of any of the above rules or regulations may result in my license being terminated.

Signature: _____

Date: _____

Name Printed: _____