



Special Event Manual & Application

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About Atlantic Station....

It's today's styles + tomorrow's boyfriend. It's last call + first cup. It's sports bars + sports bras. It's everything from Ann Taylor to Z Gallerie. It's Atlantic Station. Nestled in Midtown Atlanta at 17th Street and the I-75/85 Connector, Atlantic Station is a downtown that's very "uptown" + a collection of today's hottest boutiques, shops and home furnishings and accessory stores. It's the TWELVE ® Hotel & Residences + a state-of-the-art Regal Cinemas Stadium 16, home to the only IMAX theater inside the perimeter. It's sidewalk cafes + concerts in Central Park. It's even parking for over 7,000 cars. It's Atlantic Station. LIFE HAPPENS HERE®.

While Atlantic Station is about "live" and "work", it is also about "play". Atlantic Station is a community that provides comfortable spaces for relaxation and venues for scheduled programs and activities.

General Operating Policies and Procedures

Certain areas of Atlantic Station may be reserved and used for special events on a limited basis, at the discretion of property management. Atlantic Station is considered private property and holds all rights to determine what is and what is not allowed on property.

These policies and procedures have been established to ensure that Atlantic Station, its personnel, licensees and related service providers are working in a safe and orderly environment and to assure the on-going maintenance and appearance of the property. These policies and procedures should serve as guidelines governing event operations on property. Any questions, request for variations or exceptions should be promptly submitted to the Atlantic Station marketing department for clarification or approval.

Atlantic Station respectfully requests that any and all requests for special events follow the guidelines as stated in this manual, and we thank you in advance for your cooperation and understanding. Management regrets all phone calls and e-mails received prior to the receipt of the application will not be returned.

General Hours of Retail Operation

Monday – Thursday	10:00 AM - 9:00 PM
Friday – Saturday	10:00 AM – 10:00 PM
Sunday	12:00 PM – 6:00 PM

* Hours of Operation may vary from store to store, with the theater and restaurants operating on different schedules than the rest of the property. During late November through early January, Atlantic Station's retail shops implement extended holiday hours of operation.

**Additional information such as retailers, parking, events, directory map, and general information can be found at www.atlanticstation.com.

Section I -- Event Space Use, Permitting, and Approval Process

Event Space Use

Special events conducted in Atlantic Station generally will occur in one of two locations within The District. The District is the retail district of Atlantic Station and consists of the streets that encompass this part of Atlantic Station. The streets that surround The District include State St., 20th St., Fowler St. and 17th St. All streets inside The District include 17 ½ St., 18th St., 19th St., Market St., Tower St., Commerce St., and Atlantic Dr. Both locations on property are outdoor facilities.

There are (2) event locations on property:

Street Level\Central Park –

Located in the center of The District between STRIP – Steak & Sushi and Rosa Mexicano restaurants. This street level location can generally accommodate an attendance of up to 2,500 people.

Pad 12 Site –

Located in the back right corner of the property of 20th St. and Fowler St., this site can hold an attendance of 5,000 – 15,000 people.

All street level/ Central Park events or the Pad 12 Site conducted by an event organizer or sponsor require appropriate city of Atlanta permitting for use of the designated areas. City and State regulations apply to any event hosted in Atlantic Station. Such events may or may not be ticketed for entry and may or may not be open to the public. They may also be restricted to specific individuals, members of a group, association, or invited guests.

Examples of Special Events

- Non-profit walks, fun runs and any and all organized activity that may prevent general public usage of an area, private parties, corporate events, public concerts, festivals, cultural events, fairs, etc.

Event Permitting and Approval Process

- A.) Prospective users of Atlantic Station for events must complete an event application that is available through the Atlantic Station management office or online at <http://www.atlanticstation.com/pdf/Special-Event-Application.pdf>. Atlantic Station management will review the application for suitability to the facilities on property as well as the availability of the requested date. The marketing department may need to request additional information from the applicant, and will contact the prospective user accordingly. **Atlantic Station cannot review any requests for use of space on property unless an application has been submitted in this manner with all requested information disclosed by the applicant. A submitted application means only that the event is being considered and does not constitute an approval. Approvals will be sent in writing to the applicant.**
- B.) Completed applications should be returned to the Atlantic Station mgmt. office at least (120) days in advance. Permit Applications should be submitted to the City of Atlanta at least (90) days in advance. Plans of proposed layout, route maps and support information should be submitted along with the application. All staging of product or supplies will be approved by the management office prior to the event.
- C.) An event operation and production meeting may be held between the Atlantic Station marketing and security department and the event organizer to discuss plans and to identify any additional information needed. Lanier Parking, our parking provider on property, Walden Security, our Security provider, and Atlanta Police Department representatives may need to be involved in the planning process as well.
- D.) Upon review and acceptance of a completed application and /or acceptance of the logistic plan, a license agreement or waiver will be issued to the user. The user must sign all copies of the license agreement or waiver and return to Atlantic Station for signature. A file copy of the executed license agreement letter or waiver will be issued to the client.
- E.) Signed license agreement or waiver should be returned within (21) days of the date of the event, to the Atlantic Station mgmt. office. A signed and executed license agreement or waiver must be on file before event setup begins.

Proof of insurance, in the amount of \$2,000,000 annual aggregate and \$1,000,000 per occurrence, and naming the following entities as additional insured, 1) SP5 Atlantic Retail Ventures, LLC 2) NAP Atlantic Retail LLC 3) North American Properties-Atlanta, Ltd. 4) CBRE, Inc. 5) SP5 Atlantic Land Developer, LLC 6) District Owner's Association, Inc. 7) Atlantic Station Master Owner's Association, Inc. must be submitted no later than (30) days prior to the start of the event. **Failure to submit proper insurance per these requirements will result in cancellation of the event.**

F.) User shall be required to submit a deposit of \$250-\$1,000, depending on the size and scope of the event, to be held by Atlantic Station management against any potential damages to property. Deposit shall be submitted upon approval of application, in the form of a business or personal check. Check will be returned to User upon inspection of agreed upon event space following event, if deemed that no such damage has occurred or refuse is left behind. Use of space will be denied if deposit is not received at least 48 hours prior to the start of the event.

G.) For approved events, the license agreement will include specific use areas, logistic requirements and appropriate usage fees. The license agreement will also detail specific terms regarding deposit, payment, insurance, clean up and security requirements.

H.) For approved events, a waiver must be signed by individuals coming on property, as well as for the organization.

*** An event application, (Exhibit A), can be printed out on pages 15 - 18 at the end of this special event manual.**

**** An individual waiver form, (Exhibit B), and the user waiver form, (Exhibit C), can be printed out at the end of this special event manual.**

ONCE THE EVENT APPLICATION HAS BEEN SUBMITTED AND APPROVED BY THE ATLANTIC STATION MANAGEMENT OFFICE AND THE ATLANTIC STATION CIVIC ASSOCIATION. ANY NECESSARY PERMITS MUST BE OBTAINED THROUGH THE CITY OF ATLANTA OFFICE OF SPECIAL EVENTS. PER THE CITY OF ATLANTA, ANY EVENTS REQUIRING PERMITS MUST BE SUBMITTED TO THE MAYOR'S OFFICE FOR REVIEW A MINIMUM OF (90) DAYS PRIOR TO THE EVENT. APPLICANT IS SOLELY RESPONSIBLE FOR OBTAINING ALL PERMITTING DEEMED NECESSARY BY CITY OFFICIALS AND THE FIRE MARSHALL OF OUR DESIGNATED DISTRICT FOR ANY EVENTS HELD IN ATLANTIC STATION. COPIES OF SUCH PERMITS MUST BE PROVIDED TO ATLANTIC STATION ONCE GRANTED BY THE CITY OF ATLANTA. CONTACT INFORMATION FOR CITY OF ATLANTA OFFICE OF SPECIAL EVENTS IS BELOW:

Address:

**Office of Special Events
City of Atlanta
55 Trinity Avenue
Atlanta, GA 30303**

Telephone: 404-330-6100

Fax: 404-658-7096

Email: specialevents@atlanta.gov

specialeventapp@atlanta.gov

Website address: http://www.atlantaga.gov/mayor/off_specialevents2007_120506.aspx

Section II – Fee Schedule

A.) Street Level/Central Park – located in the center of the District, this is the premier event area in Atlantic Station. All fees are quoted upon receipt and review of the events application.

B.) Pad 12 Site – located off of 20th St. and Fowler St. on the back side of the property, this event space can accommodate a crowd of 10,000+. All fees are quoted upon receipt and review of the events application.

* Other event locales may be available and will be quoted on inquiry. Rates may vary due to the time of the year. An example would be higher traffic count in Nov. and Dec. due to the holiday shopping season. Atlantic Station does not offer indoor party or event facilities. However, there are several restaurants and businesses within the community that offer indoor facility options.

Other indoor facilities that can accommodate special events on property:

Fox Sports Grill	404-207-1369
The Grape	404-815-0090
Regal Cinemas (National Cinemedia – Booking)	404-347-9894
National Cinemedia	404-748-9190
Rosa Mexicano	404-347-4090
STRIP-Steak & Sushi	404-385-2005
Twelve Hotel (Ballroom)	404-961-1212

Preferred Food & Beverage Vendor

The preferred food & beverage vendor for outdoor events in Atlantic Station is Premier Events Mgmt. Although this may not apply for all third party events, we have designated Premier Events as our preferred vendor for all food and beverage needs. Their contact information is below:

Premier Events Management

Post Office Drawer 52997, Atlanta, GA 30355
404-580-1406

Website: <http://www.premiereventslive.com>

Contact: Rob Frazer rob@premiereventslive.com

Laura Valente laura@premiereventslive.com

Preferred Security Staffing

Walden Security

Atlantic Station Office

404-685-9387

Contact: Rob Cordero, Director

Email: atlantic@ops.waldensecurity.com

On-site Atlanta Police Department Staffing

Contact: Sergeant Paul Poole

Email: sgtpldjr@yahoo.com

On-Site Emergency Medical Technician

Contact: Earl Henson
Phone: 678-296-2508

On-Site Parking Facility Management

Lanier Parking
Contact: Chris Goodson
Email: cgoodson@lanierparking.com
Phone: 404-249-9138

Preferred Housekeeping/ Janitorial Staffing

ICS Contract Services
678-878-8958
Contact: Joe Thomas
Email: jthomas@icscontract.com

Preferred Waste Management Service

Waste Management
Britten Crawford
Email: BCrawfor@wm.com
Phone: 404-898-9259

Section III – Event Rules and Regulations

-- Safety of all visitors to Atlantic Station is of primary concern. Any unsafe condition or activity should be immediately reported to Atlantic Station security. Walden Security is the security provider for Atlantic Station.

-- Hazardous work areas are defined as any area on the premises where maintenance, or event related equipment is being handled, service areas, etc.

Within these areas and throughout the premises, the following guidelines will be strictly enforced:

Absolutely no drinking of alcoholic beverages, unless previously approved by management.

No horseplay, practical jokes, etc.

Possession or use of an illegal or controlled substance of any kind is prohibited.

Loitering is not allowed on the premises.

No speeding (over 10 mph) or reckless use of vehicles and equipment
All authorized event related vehicles must remain on street level.

No gasoline, kerosene, diesel fuel or other flammable liquids may be stored, permanently or temporarily, on property.

User shall not have any flammable or combustible liquids of any type in Atlantic Station.

All other visible safety hazards should be reported immediately to Atlantic Station Security.

User shall display no merchandise outside of the designated premises and shall keep premises and any displays in a safe, clean and proper manner.

User shall make arrangements for prompt trash removal.

User shall provide all necessary stage, tables, chairs, table skirting, enclosures and signs, which shall be subject to the prior approval of the Marketing Manager or Specialty Leasing Manager.

User is required to cover all tables with full length table covers which shall be subject to the prior approval of the Marketing Manager or Specialty Leasing Manager.

User shall furnish and pay for all labor needed to set up and take down its displays, if any.

All signs used in Atlantic Station shall be professionally printed, stating the name of business and reason for display. All signs are subject to the prior approval of the Marketing Manager or Specialty Leasing Manager and will be removed if not suitable.

User shall furnish the Marketing Manager or Specialty Leasing Manager with telephone numbers and forwarding address for future reference to contact.

User shall abide by all rules and regulations established by Atlantic Station from time to time with respect to the common areas, facilities, improvements, sidewalks and tenant relations. See exhibit D attached.

User shall not permit any rubbish or refuse emanating from the Premises to accumulate in the common areas of the Shopping Center.

User shall secure and be responsible for display at close of business. Licensor assumes no liability for your merchandise, display or possessions.

User shall deliver and surrender to Licensor immediate possession of the Premises upon the expiration of this Agreement, or its earlier termination as provided in the Agreement, in a broom clean condition.

Vehicles must enter the property locations at designated locations for display. All vehicles must have locking gas caps, protection on the floor under each wheel, protection on the floor under the engine, and disconnected battery terminals. Silicon spray or similar products on tires are prohibited.

Brick pavers on property are easily damaged. User is responsible for any and all damage caused by dragging or pushing displays across the pavers.

All items to be sold on property are subject to the prior approval of the Marketing Manager, Specialty Leasing Manager, or General Manager.

A Shopping Center representative will be opening floor electrical sockets and pole plates at entry time. Exhibitors are strictly forbidden from moving these items. Only 110 volt household current is available.

No tools or equipment will be provided by Licensor; these are the responsibility of Licensee.

Any equipment and materials for events on property must be hand-carried into all street level event areas, and if dollied, the dolly must have wide rubber wheels only.

All equipment and materials should be brought to Atlantic Station before or after retail hours of operation, unless otherwise approved by the Atlantic Station management office. Holiday hours may vary. It is the responsibility of the user of the event to know the current hours of operation of Atlantic Station.

No electrical wiring will be laid that would create a hazard to pedestrian traffic. Approved tape or appropriate covering is mandatory to secure electrical cords and must be no less than 3" in width. Only 110 volt household current is available at different locations throughout the property. It is important for any event or product set up on property not to overload any of the existing electrical outlets. Any use of electricity on property must be disclosed and approved prior to the event by property management.

Absolutely nothing may be attached to any fixture in Atlantic Station. This includes posters, banners, flyers, etc.

Atlantic Station does not permit soliciting, picketing or rallying, conducting surveys, distributing literature, offering any items for sale, soliciting signatures or personal information of any kind.

The user is responsible to secure from management, and to be aware of, any additional operating rules that are applicable for this specific promotional event.

User shall provide a minimum clearance of fifteen (10) feet from any store front or RMU on property.

All approved that come to Atlantic Station for events must have locking gas caps and the battery must be disconnected, once it arrives to the property.

User shall submit in advance all plans related to the location of equipment, set-up and take-down, time and dates of display.

User shall secure necessary governmental licenses and permits, all required certificates of insurance must be furnished (30) days prior to event.

User shall be responsible for hiring and paying for security officers for activities on property, and agrees to exclusively utilize the services of Walden Security, Atlantic Station's existing security provider, to do so. Atlantic Station Management may require police presence at the event. If so required, then the officer will be secured through the Atlanta Police Department. As a condition of granting its consent, Atlantic Station may impose our requirements to accommodate security needs.

User shall be responsible for arranging pre-paid parking service for event staff and/or guests through Lanier Parking, Atlantic Station's on-site Parking Facility Management.

*** In the event any one or a number of rules as listed above are not complied with, the license agreement will be rendered null and void and the user will be asked to remove the event from the property.**

Section IV – Maintenance / Equipment / Clean – Up

ICS Contract Services: 678-898-8958

1. Damage of any kind should be promptly reported to Walden Security and Atlantic Station Management. The licensee is responsible for any damages to permanent fixtures, trees/ plants, pavers, benches, lawn or any other park structure, and will be held responsible.
2. The placement of any signs, posters, or placards associated with an event or activity must be submitted to the Atlantic Station marketing department for approval prior to installation. Under no circumstances will attachment of signage to fences, permanent fixtures, trees / plants, or any other structure not specifically designated for the above will not be allowed. Banners are not permitted on property.
3. Adhesive-backed decals and stickers may not be distributed anywhere in Atlantic Station, nor can they be applied to any surface.
4. Park benches, planters and other features may not be removed or repositioned.
5. Any tables, chairs, and stages are at the responsibility of the user. Tables must be skirted to the ground with professional looking skirts (no bed sheets, etc.).
6. Use of motorized vehicles, forklifts, gas or electric carts, bicycles, scooters and similar equipment must be approved by Operations Director or a member of the marketing department and must remain on authorized walkways or streets.
7. User and their service contractors are responsible for the removal of trash, crates, pallets, packing materials, staging materials, etc., prior to event opening and during move-out.
8. Clean up and trash removal is the responsibility of the user. A plan detailing types and placement of trash receptacles, refuse removal during and after the event, staffing and final clean up is required at least two weeks before the start of the event. Atlantic Station does not provide clean up services or trash removal. Trash removal, unless otherwise approved by Atlantic Station Management, must use Atlantic Station's trash removal provider, ICS Contract Services.
9. Tent(s) – Atlantic Station does not permit the staking of tents on property. All tents must be secured using alternative means (i.e. water barrels, or sandbags.) Any tent that will be placed on sidewalks or bricks must have rubber tips or wood under the footings to protect the pavers or asphalt.
10. Absolutely no vehicles (personal or delivery vehicles) are allowed on any of the brick paver walkways or sidewalks within The District of Atlantic Station without prior approval from Atlantic Station Management.

11. Users must provide an event set up plan that includes load in / load out information, start and end times of the event, and information on all vehicles that require designated parking on property. Vehicles must be parked in their designated spot(s). Vehicles that park on property without permission will not be permitted, and will be subjected to be ticketed or towed.

12. Glitter and confetti, and machines that spread them, are prohibited from being used for special events in Atlantic Station.

13. Any element of special event production exceeding 500 lbs., placed on either streets or sidewalks, must be placed on a sheet of plywood to prevent damage to the paver or asphalt.

Section V – Food, Beverage, and Merchandising Sales

1. Events and functions requiring catering should contact and contract all catering through a third party vendor. Atlantic Station encourages and, in some instances, may require the use of Atlantic Station restaurants for this purpose.

Catering or similar services are available from:

Atlantic Grill	404-888-9838
California Pizza Kitchen	404-249-7034
Fox Sports Grill (pickup only)	404-207-1369
The Grape	404-815-0090
Moe's Southwest Grill	404-844-6637
Publix	404-873-5055
Rosa Mexicano	404-347-1748
Tin Drum Asia Café	404-745-3068
Which Wich	404-254-3260

2. Alcoholic Beverages – All alcoholic beverages consumed outside the confines of restaurants, that are sold or sampled from special events on property must follow all city permitting and state laws. Security personnel are instructed to confiscate any alcoholic beverage that is in violation of state law or not within the confines of an event on property.

3. Merchandising/vending – vending or sale of merchandise on property must be authorized by the Atlantic Station management office and will only be authorized when merchandise relates to and is an integral part of a licensed event.

Section VI – Security

Walden Security - Atlantic Station Office 404-685-9387

1. In the event of any crime, medical or other emergency condition, please contact the Atlantic Station security office at 404-685-9387. The security office is open 24 hours and constantly monitors the streets, parking decks, exterior grounds, interior public areas and people movement within these areas, as well as, emergency response. Any calls to outside law enforcement and medical response units shall be made by the Atlantic Station security office.

2. The user is responsible for event-related security. Security arrangements, including the hiring of officers dedicated to the event, must be coordinated with the director of security for Walden Security. Additional event security may be required of the user.

*** Atlantic Station does not assume responsibility for securing and area or portion of the event. Atlantic Station is not responsible for securing any belongings, nor anything the user brings to the property for their event.**

3. In the event of an emergency (fire, bomb threat, criminal activity, severe weather) please notify Walden Security and the Atlantic Station security dispatch office. Atlantic Station and Walden Security will conduct emergency operating procedures accordingly.

4. Any conduct detrimental to the safe and proper operation of an event, abusive language, threats, assault, vandalism, and all other inappropriate actions will result in immediate removal from the premises or arrest and prosecution as appropriate.

5. The City of Atlanta Police Department recommends a fixed number of on duty officers present based on expected number of guests in attendance. APD arrangements can be made through Sergeant Paul Poole at sgtpldjr@yahoo.com.

Up to 1,000 guests: 2 APD Officers recommended

1,000-2,500 guests: 3 APD Officers recommended

2,500+ guests: Minimum of 4 APD Officers recommended

Exhibit A -- (Atlantic Station Event Application – pg. 16 – 19)



Application for Special Event

Please Fax Completed Applications (pages 15-18) to the Atlantic Station Management Office at (404) 733- 1227 or email to starr.cumming@naproperties.com.

Name of Event: _____

Name of Organization of Individual: _____

Federal Tax ID # _____

Contract Person: _____

Phone Number: _____

Fax: _____

E-mail: _____

Mailing Address _____

Proposed date(s) and time of event: _____

Please give a short description of the proposed event:

Approximate Square Footage required (dimensions):

Is electricity required: ___ Yes ___ No

If yes, please describe needs: _____

Estimated number of attendees/day:

Describe advertising/ media buy (if applicable):

Describe public relations plan (if applicable):

Please list media or publications targeted:

Do you anticipate any news crews or media on site covering your event? If so, please describe:

Please list any equipment you will be bringing on property:

If the event is sponsored, please list all sponsors and/or targeted business categories for sponsorship:

For Office Use Only

Date received in Atlantic Station _____

Date Reviewed by Atlantic Station staff _____

Insurance Requirements and Regulations for Special Events in Atlantic Station

1. User is required to submit a certificate of proof of insurance at least 30 days in advance of the requested event. The minimum requirement for the certificate is a general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Atlantic Station, LLC must be listed as the certificate holder and the following names must be listed as additional insured on the certificate. No consideration will be given to parties not able to provide insurance as indicated.
 - 1) SP5 Atlantic Retail Ventures, LLC
 - 2) NAP Atlantic Retail LLC
 - 3) North American Properties-Atlanta, Ltd.
 - 4) CBRE, Inc.
 - 5) SP5 Atlantic Land Developer, LLC
 - 6) District Owners' Association, Inc.
 - 7) Atlantic Station Master Owners' Association, Inc.
2. User shall agree to sign the proper license agreement(s) and/or waiver(s) as designated by Atlantic Station management. If it is determined that a usage fee shall be required for the event space, this information shall be shared with the applicant in a timely manner.
3. User shall be required to submit a security deposit, to be held by Atlantic Station management against any potential damages to property. Deposit shall be submitted upon approval of application, in the form of a business or personal check. Check will be returned to User upon inspection of agreed upon event space following event, if deemed that no such damage has occurred or refuse is left behind. Use of space is denied if deposit is not received within 48 hours of the date the event is approved.
4. User shall create no display of any kind outside of the Agreed upon event space and shall keep agreed upon event space and any displays in a safe, clean and proper manner.
5. User shall not permit any rubbish or refuse emanating from the agreed upon event space to accumulate in the common areas of the Shopping Center.
6. User shall make arrangements for prompt trash removal per guidelines set forth by Atlantic Station. ICS Contract Services (678-898-8958), the preferred trash removal provider for Atlantic Station and can assist with any arrangements in this regard. Atlantic Station does not provide trash removal for special events.

7. User shall provide all necessary stages, tables, chairs, table skirting, enclosures and signs, which shall be subject to the prior approval of the Marketing Manager, Specialty Leasing Manager, or General Manager of the Shopping Center. Atlantic Station management does not provide tables or equipment.
8. User shall furnish and pay for all labor needed to set up and take down its displays, if any. Atlantic Station management does not provide any labor for set up of any event; this is the responsibility of the User.
9. User shall display customer sales return policy, if applicable.
10. User shall not permit loitering at the Agreed upon event space.
11. All signs used at the agreed upon event space shall be professionally printed, stating the name of business or organization, if deemed applicable, and reason for display. All signs are subject to the prior approval of the Director of Marketing, Specialty Leasing Manager, or General Manager and will be removed if not suitable.
12. User shall furnish the Marketing Manager, Specialty Leasing Manager, or General Manager with emergency telephone numbers and a forwarding address for future reference.
13. User shall secure and be responsible for display at close of business. Atlantic Station management assumes no liability for your merchandise, display or possessions.
14. User shall deliver and surrender to Atlantic Station management immediate possession of the agreed upon event space upon the expiration of this Agreement, or its earlier termination as provided in the Agreement, in a broom clean condition and as it was delivered to the event producer by Atlantic Station. If trash or refuse is left behind, User's security deposit will be applied toward the cost of trash removal and not returned to User.
15. User shall abide by all rules and regulations established by Atlantic Station management from time to time with respect to the common areas, facilities, improvements, sidewalks and tenant relations.
16. Use of any electricity must be disclosed on the application and approved by property management. There will be a fee assessed for any use of electricity on property by all third party vendors. No electrical wiring will be laid that would create a hazard to pedestrian traffic. Approved tape or appropriate floor covering is mandatory to secure electrical cords and must be no less than 3" in width.
17. Absolutely nothing may be attached to any fixture in the Shopping Center, or to any building itself.

18. No vehicles, heavy machinery or any other item may be placed on any street, sidewalk or landscape surface such as to damage any of these surfaces.
19. The User is responsible to secure from management, and to be aware of, any additional operating rules that are applicable for this specific promotional event.
20. User shall provide a minimum clearance of fifteen (10) feet from any building, storefront or kiosk.
21. User shall submit in advance all plans related to the location of equipment, set-up and take-down, time and dates of display.
22. User shall secure necessary governmental licenses and permits, all required certificates of insurance must be furnished no later than one week prior to commencement date of activity.
23. Any items to be sold in Atlantic Station are subject to the prior approval of the Marketing Manager, Specialty Leasing Manager, or General Manager.
24. The usage of electrical power must be approved by a representative of Atlantic Station prior to the set up of any activity. A fee may apply for the use of electrical power, if approved. Only 110 volt household current is available, if approved. Atlantic Station management may require the use of a generator if deemed necessary, to be provided by User at User's expense.
25. User shall be responsible for hiring and paying for security officers necessary for User's activities, and shall exclusively utilize the services of Atlantic Station's security provider, Walden Security. As a condition of granting its consent, Atlantic Station management may impose reasonable restrictions including insurance or bond requirements.
26. User shall not have any flammable or combustible liquids of any type on the Premises.
27. No tools or equipment will be provided by Atlantic Station; these are the responsibility of User at the approval of Atlantic Station management.
28. In the event any one or a number of rules as listed above are not complied with then this agreement will be rendered null and void, and user will be requested to leave property.

I have read the operating rules and agree that I, as the applicant, will ensure adherence to all policies established by the Atlantic Station management for the event applied for in this document. The submission of the application does not guarantee its approval.

Signature

Date

Exhibit B -- (Individual Waiver Form / pg. 21)
(INDIVIDUAL) WAIVER, RELEASE, AND INDEMNITY AGREEMENT

WAIVER AND RELEASE. In consideration of the use of the property commonly known as the _____ located within the ATLANTIC STATION® Project in Atlanta, Georgia, owned by _____ (hereinafter referred to as the “Property”), in connection with the scheduled _____ to be held on the Property (the “Special Event”), I HEREBY RELEASE, acquit, and forever discharge _____, its owners, shareholders, officers, directors, managers, insurers, members, employees, agents, contractors and subcontractors (collectively, the “Released Parties”) from any and all rights, causes of action, suits, claims, charges, complaints, demands, liabilities, obligations, promises, agreements, controversies, damages, losses, expenses and/or costs (collectively, “Actions”) of any nature whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, which I may now have, or have in the future against the Released Parties on account of personal injury, property damage, death, product hazard or accident of any kind, arising out of or in any way related to my use of the Property, in connection with the Special Event, whether that use is supervised, unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of the Released Parties.

INDEMNITY. Without in any way limiting any of the rights and remedies otherwise available to the Released Parties, and in consideration of my use of the Property, in connection with the Special Event, I hereby agree to indemnify and hold harmless the Released Parties from and against any and all Actions of any nature whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising directly or indirectly from or in connection with my use of the Property in connection with the Special Event. Such indemnity shall include all costs, attorneys’ fees and expenses actually incurred in the defense of any such claim or any action or proceeding brought with respect thereto.

ASSUMPTION OF RISK. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Property in connection with the Special Event and I am voluntarily assuming any and all risks. I understand that I will be solely responsible for any and all losses or damages that I may sustain or inflict while using the Property in connection with the Special Event, including, but not limited to, bodily injury, disfigurement, pain and suffering, partial or total disability, product hazard, wrongful death, property damage, and/or financial loss, and that by executing this Agreement, I am relieving the Released Parties of any and all liability for such losses or damages.

OTHER. I understand that this Agreement is to be enforced to the fullest extent permitted by the laws of the State of Georgia, and therefore if any provision hereof is found to be invalid or unenforceable, in whole or in part, then such provision shall be deemed severable, and the remaining provisions hereof shall remain in full force and effect and shall be enforced as if such provision had never been a part hereof.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND PROVISIONS OF THIS INDIVIDUAL WAIVER, RELEASE, AND INDEMNITY AGREEMENT, AND AGREE TO ITS PROVISIONS.

Signature of Participant

Date

Signature of parent or guardian, if Participant is not of legal age

Date

Exhibit C -- (User Waiver Form / pg. 22 - 23)

(ORGANIZATIONAL) WAIVER, RELEASE, INDEMNITY AGREEMENT

WAIVER AND RELEASE. In consideration of the use of the property commonly known as the _____ located within the ATLANTIC STATION® Project in Atlanta, Georgia, owned by _____ (hereinafter referred to as the "Property"), in connection with the scheduled _____ to be held on the Property (the "Special Event"), the undersigned, on behalf of the undersigned, the undersigned's heirs, representatives, executors, administrators, successors, and/or assigns (collectively, the "User"), HEREBY DOES RELEASE, acquit, and forever discharge _____, its owners, shareholders, officers, directors, managers, insurers, members, employees, agents, contractors and subcontractors (collectively, the "Released Parties") from any and all rights, causes of action, suits, claims, charges, complaints, demands, liabilities, obligations, promises, agreements, controversies, damages, losses, expenses and/or costs (collectively, "Actions") of any nature whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, which the User may now have, or have in the future against the Released Parties on account of personal injury, property damage, death, product hazard or accident of any kind, arising out of or in any way related to User's use of the Property in connection with the Special Event, whether that use is supervised, unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of the Released Parties.

INDEMNITY. Without in any way limiting any of the rights and remedies otherwise available to the Released Parties, and in consideration of the User's use of the Property in connection with the Special Event, the User does hereby agree to indemnify and hold harmless the Released Parties from and against any and all Actions of any nature whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising directly or indirectly from or in connection with User's use of the Property in connection with the Special Event. Such indemnity shall include all costs, attorneys' fees and expenses actually incurred in the defense of any such claim or any action or proceeding brought with respect thereto.

ASSUMPTION OF RISK. The User hereby certifies that it has full knowledge of the nature and extent of the risks inherent in the use of the Property in connection with the Special Event and that it is voluntarily assuming any and all risks. The User understands that it will be solely responsible for any losses or damages that it may sustain or inflict while using the Property in connection with the Special Event, including, but not limited to, bodily injury, disfigurement, pain and suffering, partial or total disability, product hazard, wrongful death, property damage, and/or financial loss, and that by executing this Agreement, the User is relieving the Released Parties of any and all liability for such losses or damages.

RULES AND REGULATIONS. The User acknowledges that contemporaneously with the execution of this Agreement, the User has been provided with a copy of the ATLANTIC STATION® Project Special Event Rules and Regulations (the "Rules and Regulations"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and has read and understands the Rules and Regulations. User hereby agrees that it shall utilize, and shall cause any of its guests, invitees, permittees, and/or participants to utilize, the Property in accordance and consistent with the Rules and Regulations and any other agreements entered into by and between the owner of the Property and User with respect to the Special Event.

INSURANCE. The User acknowledges that it has provided the Released Parties with a certificate of insurance, evidencing the minimum insurance requirements set forth in the Rules and Regulations, and User hereby warrants and represents that said insurance has been purchased and is (or shall be) effective during those periods of time the User uses the Property in connection with the Special Event.

INDIVIDUAL WAIVER, RELEASE, AND INDEMNITY AGREEMENT. In the event the Special Event is an athletic event, competition, or activity or other such event whereby individuals attending the Special Event would more appropriately be classified as participants, rather than merely guests, the User hereby agrees that it shall obtain from each such participant a signed Individual Waiver, Release, and Indemnity Agreement, the form of which is attached hereto as Exhibit "B" and incorporated herein by this reference.

OTHER. The User understands that this Agreement is to be enforced to the fullest extent permitted by the laws of the State of Georgia, and, therefore, if any provision hereof is found to be invalid or unenforceable, in whole or in part, then such provision shall be deemed severable, and the remaining provisions hereof shall remain in full force and effect and shall be enforced as if such provision had never been a part hereof.

If the User is a corporate entity or partnership, the individual executing this Waiver, Release, and Indemnity Agreement on behalf of User hereby represents and warrants that he/she is fully authorized to execute this Waiver, Release, and Indemnity Agreement, has the power to bind the User and to so act on User's behalf, and is incumbent in the office, which such person purports to hold.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS AND PROVISIONS OF THIS WAIVER, RELEASE, AND INDEMNITY AGREEMENT.

EITHER

Entity: (Print / Insert Name of Entity)

By: _____

Name: _____

Title: _____



Exhibit D -- (Application Checklist / p.23)

Have you included all necessary information & followed all required steps?

*(Please use this form to ensure all information has been submitted.
The office will check your application against the same checklist)*

Name of Organization or individual: _____

Name of Event: _____

Date Application Submitted: _____

Contract Person: _____

Phone Number: _____

Fax: _____

E-mail: _____

Logistics Plan

___ Submitted _____ Approved

Permits

- ___ Obtained through the Atlantic Station Civic Association
- ___ Obtained through the City of Atlanta Office of Special Events (60 days prior to the event)
- ___ Other governmental permits (30 days prior to the event)
- ___ Non-profit walks/race -APD (Atlanta police department) approved race route and staffing (30 days prior to events)

Proof of Insurance

___ Submitted (30 days prior to the event)

Waste Disposal Plan

___ Submitted (30 days prior to the event) _____ Approved

Security Plan

___ Submitted (30 days prior to the event) _____ Approved

License Agreement or Waiver

- ___ Issued
- ___ Signed and Returned (within 21 days of the event)
- ___ Filed
- ___ Copy issued to Client

Payments

___ Paid in Full (14 days prior to the event)

Deposit

- ___ Submitted (48 hours prior to the event)
- ___ Returned
- ___ Deposited

Lanier Parking ___ Agreement (if applicable)

Exhibit E -- (Rules of Conduct and Respect / p. 25-26)

Atlantic Station is Private Property. In order to provide a safe, secure and pleasant environment, Atlantic Station requests your cooperation in complying with the following “Rules of Conduct and Respect” which are to be followed by all patrons, employees, tenants, resident and guests.

The District is for shopping, dining, and entertainment. Treat others as you like to be treated. Appropriate behavior does not include fighting, harassment, offending others, or provoking confrontations or disruptive conduct of any nature.

Act responsibly. Please refrain from . . .
Shouting, making loud noises, or using indecent language. Loud and boisterous behavior. Playing loud music, as defined by Atlantic Station Management, district officials, security, or the police department. Defacing, damaging, or destroying any property belonging to the district, its patrons, or its tenants. Assembling in a manner which disturbs the public peace. None of these types of conduct will be tolerated.

Allow others to shop safely and comfortably.
Do not block access to store entrances, street entrances sidewalks, corridors or parking areas. Customers must keep moving in an orderly fashion. Sitting in or loitering around a parked vehicle is not permitted. Walking and jogging for exercise are welcome. However, do not run, skate, or skateboard. Use our benches and chairs for sitting only. Juvenile groups of four (4) or more will be dispersed. ***Weapons of any kind are not permitted on the property.***

Observe all Federal, State and Local Laws. Use of alcoholic beverages is restricted to designated areas. During regular school hours, excluding lunch breaks, unaccompanied minors will be asked to leave the property.

Please dress appropriately and observe all health codes and local laws. Clothing should not be worn which is commonly recognized as gang-related, obscene, or offensive in nature. Shirt and shoes are required at all times.

Please visit the management office to request permission to distribute materials, conduct interviews, solicit, demonstrate, take photos, or make video or audio tapes of, or on, the property, or store fronts. Without prior verbal or written approval from property management, these activities are not permitted.

When the Center stores and common areas close, all patrons and guests must be in route to a business or to their vehicle to leave the Center. Atlantic Station closes when the retail stores close. At that time, guests and patrons are welcome to patronize any of the restaurants and businesses that are open. Gathering outdoors after dark is not allowed unless attending an event.

Motorcycles are not permitted in the retail district of Atlanta Station or in the garage. All other two-wheeled vehicles under 150cc are permitted but must be parked in designated areas only. Vehicles left in unauthorized areas are subject to

parking citation and removal from the property. **Atlantic Station is a no cruising zone.** All vehicles entering property must proceed directly to park in the parking garage or metered parking spaces opposed to circling streets and/or property in vehicle.

Please follow these “Rules of Conduct and Respect.” If you do not, we will ask you to leave and stay away for a specified period of time. You may also be subject to prosecution for violation of applicable laws or ordinances. If you have any questions regarding these rules of conduct, please call the management office at 404-733-1221.