

FINGERLAKES MALL VENDOR TABLE RULES & REGULATIONS

Fingerlakes Mall Management reserves the right to terminate this agreement if the vendor is found in violation of any of these policies.

1. Booth will be used for the sole purpose of displaying and fundraising for matters that are stated in the vendor application and do not compete with any of the mall's current tenants.
2. Vendors are not allowed to intercept shoppers in any way, such as calling out to them or physically stopping them. No hawking, peddling or other selling is allowed outside of your assigned area.
3. The vendor table must be manned by someone 18 years or older at all times. Fingerlakes Mall assumes no responsibility for vendor's property
4. If you bring children with you, you are responsible for their safety and behavior. Please keep them in your sight at all times. Children are not permitted to wander the mall or to disrupt other vendors.
5. Display table is to be kept neat at all times. Clear area of all debris when leaving. Vendors will be responsible for damage to any mall property including rented tables and chairs.
6. Flyers/brochures are to be kept at your table only. Posting them throughout the mall, on tables or on vehicles in the parking lot is not allowed.
7. We will make every effort to accommodate location requests, but your location is ultimately decided at the discretion of Mall Management. You will be notified of your location by email the Thursday prior to the event.
8. Electricity will be provided on a first come, first served basis. Please be sure that all cords are covered to avoid a tripping hazard. You will be placed as close as possible to an outlet, but it is suggested that you bring an extension cord.
9. Displays are limited to 6 feet in height unless previous arrangements are made with Mall Management. Your table/display should not block any doors, store fronts or walkways.
10. Vendor acknowledges that photos may be taken and used for Fingerlakes Mall promotions on our website and social media unless requested otherwise by the vendor.
11. Sound systems and/or music should not be played unless granted prior permission from Mall Management.
12. Refunds are not available, but if you cancel within 24 hours of the event, your payment can be used toward another date of your choice.
13. Many variables contribute to the success of your vendor table such as choice of product, pricing, foot traffic and more. Fingerlakes Mall makes no guarantee in regards to a minimum amount of sales.
14. **Vendor is responsible for following all local, state, CDC and Health Department regulations.**

Signed: _____

Date: ____/____/____

(updated September 2021)



FINGERLAKES MALL HOLD HARMLESS AGREEMENT

(for vendors)

_____ agrees to defend, indemnify and hold Fingerlakes Mall Acquisition, LLC and the Fingerlakes Mall, their officers, agents, employees and trustees and directors, harmless from all injury or loss claims and/or damages to any person or property arising from, related to, or in any way connected with the use of Fingerlakes Mall property or any conduct undertaken.

_____ further waives the right to assert any claim for loss, costs, injury or damages against Fingerlakes Mall, their officers, present or arising at any time in the future, arising from, related to, or in any way connected with the use of Fingerlakes Mall property or any conduct undertaken by

_____ during the period of ____/____/____

to 12/31/2021.

Name of Vendor: _____

Name of Organization: _____

Street Address: _____

City, State, Zip: _____

Contact #: _____

By signing below, I acknowledge that I have read and understand the Fingerlakes Mall Hold Harmless Agreement. I further acknowledge that I am at least 18 years old, and I am authorized to sign on behalf of all occupants of my vendor table.

Signature of Vendor: _____

Date signed: ____/____/2021

**Thank you from your friends at the Fingerlakes Mall.
1579 Clark St. Rd. Auburn, NY 13022**



Fingerlakes Mall Code of Conduct

Fingerlakes Mall is committed to providing an enjoyable shopping experience for our customers. When visiting, please adhere to our Code of Conduct. Fingerlakes Mall is private property and any violation can result in expulsion from the property and any other legal remedies that Mall Management deems necessary.

Conduct

- Any conduct or activity that is disorderly, disruptive, threatening or interferes with the safety and well-being of any of our businesses, guests or any well-being of the property is prohibited. These include, but are not limited to:
 - Running, horseplay, spitting, throwing objects or any other disorderly conduct
 - Using loud and/or offensive language, offensive gestures, or racial, religious or anti-semitic, gender, or ethnic slurs
 - Intimidating behavior by individuals or groups
 - Loitering, blocking storefronts or walkways
 - Picketing, protesting, petitioning or other activities that hinder shopping activity or disrupt businesses
- Bicycles, scooters, skateboards, hover boards, roller skates/blades, heelys and other personal transportation devices are prohibited within the mall.
- Walking through planters, walking on brick borders surrounding planters or fountains, or reaching into fountains is prohibited.
- Violence, threats of violence, physical abuse or hostility of any kind is grounds for removal from the property and possible banishment from the mall for a period of time.
- Engagement in any sexual activity including, but not limited to, using sexually explicit language, engaging in sexual conduct or engaging in excessive displays of affection are prohibited.
- Anyone found consuming alcohol or marijuana/cannabis, or found to be inebriated, or intoxicated or under the influence of any legal or illegal substance will be asked to leave the property immediately.
- Smoking of any kind including electronic and vapor smoking devices is prohibited within the building.

Solicitations

- Any form of solicitation including, but not limited to: distribution of any flyers, handbills, leaflets or other marketing materials or commercial advertising requires prior consent of Mall Management. Any items found throughout the mall without this consent will be removed.
- All sales outside of tenant stores must be pre-approved and have paperwork on file with the Mall Management.

Violations of the Law

- Violation of any local, state or federal law is prohibited. This includes, but is not limited to:
 - Property damage, defacing or damaging of personal property, graffiti
 - Possession of any type of weapon except those carried by authorized law enforcement.

Photography

- Prior permission must be given by Mall Management to take photos or videos of any mall property.

Clothing/Attire

- All guests must wear appropriate attire including shirts and shoes.
- All local, state, CDC and Health Department regulations are to be followed while at the Fingerlakes Mall. Masks that cover the entire face, such as ski masks, are prohibited.

Minors

- Children 12 years or younger must be accompanied by a responsible adult at all times.

Parking

- The parking area is private property and is intended for the use of mall guests, tenants, and employees. Vehicles must park in designated spaces. Violators are subject to tickets and/or towing at the owner's expense. Overnight parking is not permitted without prior approval from Mall Management.

Dogs/Service Animals

- Only Service Dogs, dogs of mall tenants, and those only going to and from a mall tenant are allowed.
- Dogs must be leashed (6ft maximum) or in a carrier, and under the owner's supervision at all times.
- Dogs must be in compliance with all laws including licensing and vaccinations.
- Dogs must be taken outside to urinate/defecate, and owners must clean up and properly dispose of defecation.
- Dogs must not cause disturbances such as loud barking, aggression, or being destructive.

Signature of Renter: _____

Date: ____/____/____

(updated July 2021)

