

Tri-County Mall

Urban Retail Properties, LLC



Tri-County Mall
Stephanie Hawkes
11700 Princeton Pike
Cincinnati, OH 45246
(513) 346-4482



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, Dillard's, Sears 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 retailing opportunities in the area in the form of carts, 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. 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:

Stephanie Hawkes, Senior Specialty Leasing Manager
Urban Retail Properties, LLC
11700 Princeton Pike
Cincinnati, OH 45246
hawkess@urbanretail.com

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

Tri-County Mall

Urban Retail Properties, LLC
Specialty Leasing Program

Cart's

Minimum Rent:

January – October	\$ 1,300.00 per month
November-December	\$10,000 term

Additional Fees:

Percentage Rent (Jan-Oct.)	15% over \$8,666.67 monthly
Percentage Rent (holiday)	12% over \$83,333.33 term
Marketing Fee (monthly)	\$75.00
Cart Set-up Design (1 time fee)	\$500.00
Security Deposit	All deals require 1 month rent as a refundable Security deposit due at lease signing.

KIOSKS

Minimum Rent:

January – October	\$3,100 and up
November – December (term)	\$15,000.00 - \$20,000.00

Additional Fees:

Percentage rent	12% over natural breakpoint monthly
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INLINE

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

**For additional leasing information, please contact Stephanie Hawkes
at (513) 346-4482 phone or (513) 671-2931 fax**

hawkess@urbanretail.com **email**

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 Urban Retail Properties, LLC

Tri-County Mall

SPECIALTY LEASING RULES & REGULATIONS

RENT PAYMENTS: Payment of minimum rent and all applicable fees is due upon tenant's lease 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 General Manager has the right to immediately terminate the Short Term Lease if the Tenant 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 Lease).

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 Lease.

INSURANCE REQUIREMENTS: Tenant may not open or operate without proper evidence of insurance provided in advance to the Landlord: 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, Urban Retail Properties, LLC and its respective members

Insurance referrals: Landmark Insurance Agency LLC (513)947-8500
Shahinian Insurance Services (714) 544-3963
Arizona Central Insurance Agency (800) 678-0062
State Farm, Terry Bradshaw (714) 637-4120

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 TENANTS:** In-line tenants 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 tenant prior to initial set-up must sign Rules and Regulations. At no time will tenant 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 tenant who does not maintain these hours will be in violation of this Agreement and their lease will be subject to termination.

VISUAL DISPLAY AND STOCK:

- Each Tenant 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.
- Tenant 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 Landlord's on-site representative before set-up.
- All merchandise must be in good taste. Landlord has the right to remove any merchandise that is deemed questionable.
- Landlord has the right to make periodic reviews of visual display with improvements being made by tenant if required. Landlord will make tenant aware of any changes to be made in writing.

MERCHANDISE: Tenants are to merchandise only those items that are agreed to in advance by the Tenant 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 lease 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. Tenant 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: Landlord 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: All RMU locations are cabled for telephone. Tenant is responsible for calling Cincinnati Bell at (513) 397-9900 and ordering a phone line and any payments for installation and monthly charges.

LIGHTING:

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

PERSONNEL: Tenant 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 tenant 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 Lease Agreement.
- The removal of RMU shelving must be coordinated through the Mall Management Office. If an RMU requires any repair (shelves, lighting...) please contact **Stephanie Hawkes** in the Management Office. Tenant will be charged for any damages not reported.
- Tenant 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 Tenant's financial responsibility.

SMOKING, FOOD, DRINK & ALCOHOL: Tenants will not be permitted to consume any food including alcohol in or around the assigned area or another Tri-County Mall tenant'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 leased 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 tenants 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 Tenant for the improper disposal of trash.

EMPLOYEE PARKING: If Tenant or its employees fail to park their vehicles in the designated parking area as deemed by Mall Management, Landlord may charge Tenant Twenty-five dollars (\$25.00) per day or partial day per vehicle parking in any areas other than those designated: provided, however, Landlord agrees to give Tenant written notice of the first violation of this provision, and Tenant 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 Tenant within ten (10) days after demand there of. Tenant hereby authorizes Landlord to tow away from the Shopping Center any vehicle or vehicles belonging to Tenant or Tenant's employees which are parked in violation of the foregoing or the rules and regulations issued by Landlord 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) 346-4482, please direct your call accordingly:

Specialty Leasing Issues: Stephanie Hawkes, Specialty Leasing Manager

General Issues: Nikki Schwallie, 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 lease being terminated.

Signature: _____

Date: _____

Name Printed: _____

Tri County Mall
TEMPORARY TENANT APPLICATION
Urban Retail Properties, LLC

PERSONAL INFORMATION:

Date: _____

Contact Name: _____

Corporate Name: _____

Store Name (DBA): _____

Business Address: _____

Home Address: _____

Social Security #: _____

Numbers:

Federal ID#: _____

Home: _____

State of Incorporation (If applicable): _____

Business: _____

Business License #: _____

Fax: _____

Drivers License #: _____

Email: _____

APPLICANT TYPE: (Please Check one)

Sole Proprietorship _____ Partnership _____ Corporation _____

Cart _____ In-Line Store _____ Kiosk _____

Thor Mall(s) of Interest: _____

PROPOSED MERCHANDISE CONCEPT / THEME:

(Please describes in **detail***)

* Please include any photos that may be relevant, including, but not limited to, merchandise, existing stores/carts, product catalogs, samples. PLEASE NOTE SAMPLE MERCHANDISE, CATALOGS, PHOTOGRAPHS, ETC. WILL NOT BE RETURNED WITHOUT INCLUDING A PRE-ADDRESSED ENVELOPE WITH POSTAGE.

FINANCIALS:

Bank Name: _____ Bank Phone: _____

Bank Address: _____

Credit References

1. _____ Phone: _____

2. _____ Phone: _____

Have you ever been a Specialty Retailer at a shopping center before? Yes _____ No _____
If yes, list centers below (attach additional sheet, if necessary)

Shopping Center / Location	Term	Annual Gross Sales
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

What do you project your monthly sales to be? \$ _____

Will you be working at your store on a regular basis? Yes _____ No _____

How many employees will be hired?

Desired Lease Period: _____

I/we hereby authorize Urban Retail Properties, LLC to verify all information on this application by contacting the sources listed herein or any other sources available. I/we understand that information that does not verify, or cannot be verified, may result in this application not being approved. The undersigned certifies that the above is true and correct.

Applicant(s): _____

Date: _____

Printed Name

Printed Name

Please return this form along with photographs and/or samples to:
Tri-County Mall, Stephanie Hawkes
11700 Princeton Pike Cincinnati, OH 45246
or Fax: (513) 671-2931.