

Capital Mall
3600 Country Club Drive
Jefferson City, MO 65109
(573) 893-5437
(573) 893-5447

Capital Mall Common Area/Exterior Common/Parking Lot

Waiver and Release of Liability

We (I), _____, in consideration of the (my) use of the Common Area at Capital Mall, for the period of _____

Date	Time In	Time Out
do as hereby release and forever discharge Capital Mall JC, LLC, CBRE, Inc., and their affiliates, parents, subsidiaries, officers, directors, agents, employees, shareholders, and assigns from any and all claims, demands, causes of actions, suits, damages, costs and expenses for any and all personal injuries, loss of time, pain and suffering or property damage arising out of, or occurring in connection with, the use of the Common Area.		

We (I) recognize and acknowledge that our (my) use of the Capital Mall Common Area is solely at our (my) own risk, We (I) acknowledge that our (my) use of the Capital Mall Common Area exposes us (me) to risk of injury or possibly demise. ,We (I) further understand that this Waiver and Release is absolute as to all claims, demands, causes of actions, suits, damages, costs and expenses which could occur while (we) I am using the Common Area/facilities, except those claims or demands arising out of gross negligence of the Owner or Managing Agent, if any.

I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND I AM VOLUNTARILY AND FREELY AGREEING TO THE TERMS AND CONDITIONS SET FORTH.

SIGNED THIS _____ day of _____, 20_____.

Signature of Lessee

Printed Name of Lessee

Contract and License for use of Common Area

CAPITAL MALL JC LLC/ CBRE, INC, hereby grants the undersigned (herein "Licensee"), a license to use the Capital Mall Common Area on the dates and hours indicated below. The Capital Mall Common Area shall be used for the function listed below and for no other purpose whatsoever.

In consideration of the license to utilize the Capital Mall Common Area, the undersigned hereby releases and forever discharges **CAPITAL MALL JC LLC/CBRE, INC.** and representatives, affiliates, agents, successors and assigns from any and all liability for all claims, demands, actions, causes of action, damages and costs, including court costs and attorney fees, for any and all personal injuries, loss of time, pain and suffering, property damage and any other loss, damage, expense, arising of its/their use of the Premises.

Licensee hereby agrees to indemnify **CAPITAL MALL JC LLC/CBRE, INC.** and their respective officers, employees, directors, representatives, affiliates, agents, successors and assigns from any and all liability for all damages, fines, penalties, judgments, decrees and costs, including attorney fees and court costs, arising out of the use of the Premises,

Licensee hereby agrees to abide by all rules and regulations established by **CAPITAL MALL JC LLC/CBRE, INC.**, applicable to the authorized use of the Shopping Center and the Common Area. Licensee further agrees that its license to use the Premises may be cancelled at any time, without prior notice or warning and it disclaims any recourse in the event of such cancellation and agrees to immediately vacate the Premises upon request.

It is agreed that any damages incurred to the room or its amenities are the responsibility of the organization and persons using the space.

LIST HOURS

Date of Event:

Reservation Times:

Reservation Requested by:

Group/Organization:

Type of Function:

Phone:

Email:

Make checks payable to Capital Mall JC, LLC

Deposit Fee \$0.00

Total Days:

Rental Fee:\$

Rules and Regulations:

- Alcoholic beverages and gambling are strictly prohibited without prior written approval from management.
- All articles and possessions must be removed promptly at the conclusion of the activity (i.e, balloons, paper products, etc.).
- CAPITAL MALL JC LLC/CBRE, INC. are not responsible for loss or damage to user's possessions.
- The group/individual using Capital Mall common area space will be held responsible for any damage done to the premises.
- Posters or signs may be not affixed to the walls of the room/facility/property by tape, pins, staples, or any other means.
- Custodial and maintenance is not available from the mall staff.
- An officer of the user's organization will be required to sign a License Agreement at the time of reservation.
- Organizations may not advertise or announce event in any advertising medium without *prior* approval of Mall Management.
- No DJs, bands, choirs, or any type of live entertainment allowed without prior written approval of management.
- Animals will not be permitted in the Common Area with the exception of service animals.
- All trash from the event must be removed from the Capital Mall Common Area at the conclusion of the activity.

FAILURE TO COMPLY WITH THE ABOVE RULES COULD RESULT IN REMOVAL FROM THE CAPITAL MALL COMMON AREA(S) AND/OR WITHHOLDING THE DEPOSIT FEE.

I have read the above and will comply with the Rules and Regulations of the Capital Mall Common Area.

Signature/Title: _____ Organization: _____

Date: _____

CAPITAL MALL
3600 COUNTRY CLUB DRIVE
Suite 50
JEFFERSON CITY, MO 65109
Office (573) 893-5437
Fax (573) 893-5447
Email agreement to; dvail@capital-res.com

Capital Mall Common Area/Exterior Common/Parking Lot Insurance Requirements

Commercial Entities

Need insurance certificate showing \$1 million in general liability plus the following additional insured language:

**Capital Mall JC, LLC
CBRE, Inc.**

**Capital Mall JC, LLC
3600 County Club Dr
Suite 50
Jefferson City, MO 65109**

Individuals

Need a homeowner's policy that extends to offsite locations and shows \$300,000 in general liability plus the following additional insured language:

Capital Mall JC, LLC
CBRE, Inc.

Capital Mall JC, LLC
3600 County Club Dr
Suite 50
Jefferson City, MO 65109

These insurance requirements must be met before any organization will be allowed to use the Capital Mall Common Area including exterior parking lot areas.

Please send to your insurance provider and have them email dvail@capital-res.com the certificate prior to event date.