

# *The Promenade Bolingbrook*

## **RMU RULES & REGULATIONS**

### **EXHIBIT B**

1. RMUs are required to be operational during hours set-forth by management at the time of executing the license agreement. Holiday hours may vary. It is advisable that all merchants/employees arrive at least 15 minutes prior to Shopping Center opening to prepare their business.
2. Each employee shall dress in a professional manner. The following list outlines items that are prohibited to wear in the following manner.
  - a. Torn or holes in pants.
  - b. Jeans that are overly “distressed”, unless part of product being sold.
  - c. Shorts shorter than mid-thigh
  - d. Mid-Drifts or other attire that expose the waist or abdomen.
  - e. Clothing with offensive language or gestures.
  - f. Pants that are not worn at the waistline.
  - g. No hats, beanies or other head attire unless part of kiosk/cart product.
  - h. Beach or shower flip flops.

This list above is not intended to be comprehensive. It is offered as a guideline, Management reserves the right to determine unprofessional attire. Violators will be asked to change their attire and the RMU Operator/Proprietor will be notified before the violator continues to work at RMU or Kiosks.

3. It is important that each merchant has a quality image consistent with the overall look of the Shopping Center. Prior to signing your License Agreement, you are required to submit a drawing of the layout of your store, kiosk, or RMU. All drawings should include placement of fixtures, merchandise, and signage that will be used with your business.
4. Once the RMU has been merchandised and is open for business, the design must remain exactly as it was placed at the time of approval. No additional fixtures, signs or merchandise will be permitted without approval. In addition, no merchandise will be permitted to be placed on the overhead slats, roof of the RMU, floor, or cash register stand at any time.
5. Merchant shall use and occupy the Premises in a careful, safe and proper manner and shall keep the Premises in a clean and safe condition. All trash shall be kept in the interior of the RMU. Trash shall be placed for collection in the compactors located in most service bays around the perimeter of the Shopping Center. Use of the common area trash receptacles is strictly prohibited.
6. All loading and unloading of goods shall be done only at such time, in the area and through the entrances designated for such purpose by Landlord. Setup or takedown of RMU display or delivery of boxed merchandise must be accomplished before or after Shopping Center hours.
7. No loudspeakers, televisions, photographs, radio, flashing lights or other devices shall be used without the prior written consent of the Landlord. No offensive language can be played in stores or in common area of the Shopping Center. Merchant shall not operate any equipment which emits an odor deemed offensive in nature, with the exception of soap, candles, and potpourri odors.
8. Merchant and/or its employees shall not distribute any handbills or other advertising material in the Shopping Center or on automobiles parked in the parking areas.
9. All Premises must be adequately stocked with merchandise that is permitted to be sold according to the use clause of the Agreement and must remain clean in appearance and manned during all Shopping Center hours. Merchant is required to accept Shopping Center Gift Certificates or Shopping Center Gift Cards as a form of payment for merchandise sold.
10. Merchant shall at ALL TIMES offer guests a satisfactory return and/or exchange policy on all purchases within thirty (30) days with receipt and merchandise. In the event the merchant cannot satisfy guest with an exchange, merchant shall be required to fully refund to guest the complete purchase price in the form of payment made to merchant. This policy is enforceable to the extent that it does not otherwise contradict applicable City, State or Federal safety, hygiene or food laws. If within the first 30 days of vacating the RMU a guest returns to the center seeking a refund, management shall issue a refund for the purchase price and said refund will be deducted from the refundable deposit placed at the time of executing the license agreement.

Merchant initials: \_\_\_\_\_

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11. Fraternalizing with friends and family or reading books while working the RMU or Kiosk is unprofessional behavior and discourages business and is therefore unacceptable. Smoking and reading are strictly prohibited in the Shopping Center and/or at the RMUs. If you have a drink or a snack, they must be COMPLETELY OUT OF VIEW at all times. It is required that the owners/managers make allocations to cover the RMU during all lunch/dinner breaks.
12. Merchant and/or its employees shall not park their motor vehicles in those portions of the parking area designed for guest parking for Landlord.
13. Merchant will be provided with two identification signs located on the RMU. Any signage used on the RMU or cash wrap must be professional in nature and approved by Management. **NO HAND WRITTEN SIGNS ARE PERMITTED!** One stool is provided per RMU. It is YOUR responsibility to secure the stool; you are financially responsible for it. A suggestion is to use a plastic covered bicycle chain and padlock to secure it to the RMU.
14. **Security Deposit** equal to one month of rent shall be due and payable upon execution of license agreement. If within the first 30 days of vacating the RMU a guest returns to the center seeking a refund, management shall issue a refund for the purchase price and said refund will be deducted from the refundable deposit placed at the time of executing the license agreement. Security deposit may also be used for repairs or maintenance to the RMU due to unreasonable wear or use that violates the term of the license agreement.
15. **Rent payments** are due on the 1<sup>st</sup> day of each month. If Management doesn't receive full rent by the 5th of each month a \$20 per date late fee shall be assessed and Management has the right to close the RMU (remove from floor). RMU will remain in storage until full payment and late charges are received by cashier check or money order. No rent adjustment will be made for days the RMU was removed.
16. NO alterations are allowed to the RMUs. This means that no nails, screws, or tape of any kind are allowed. This ruins the finish and requires repair *at your expense*. If there are any requests to change your display, they must be approved by the Specialty Leasing Manager. For alternate solutions to display things, just ask!
17. At NO time shall any employee working at a RMU impede the flow of guests walking in the Shopping Center common area. All employees must stay within an arms length of the RMU. Merchant is subject to a Twenty-five dollar (\$25.00) fine per violation.
18. Merchants are prohibited from "barking" or using any other aggressive verbal method(s) to sell their product(s). Any other form of customary greeting conducted in a professional and business like manner is acceptable. Merchants are encouraged to make use of professional signage or advertisements that convey message of their product.
19. Failure to comply with any of the Rules and Regulations may result in immediate termination of the Agreement.

Merchant initials: \_\_\_\_\_