

# Moonbeam Specialty Leasing



## Columbia Place Mall Merchant Manual

7201 Two Notch Road  
Columbia, SC 29223

803-788-4678

[www.shopcolumbiaplace.com](http://www.shopcolumbiaplace.com)

**MOONBEAM**  **CAPITAL  
INVESTMENTS LLC**

  
**COLUMBIA  
PLACE**

*Dear Entrepreneur:*

*Welcome to **Columbia Place Mall!** This merchant manual has been assembled in order to give you an overview of areas you will need to plan your opening day and beyond. It guides you through the policies and procedures of our Specialty Leasing Program.*

*We acknowledge the fundamental principal that Shopping Center design, ownership and operating focus all collaborate to ensure a highly productive retail environment. Your goals are similar to ours. We seek to produce the best and highest sales producing stores possible.*

*We look forward to creating a strong retail partnership with you. If you have any questions regarding any areas in manual or any other topics, please ask!*

*Best Regards,*

***Columbia Place Mall***

***Mall Management Team***

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|                                       |    |
|---------------------------------------|----|
| Important Phone Numbers               | 4  |
| Public Safety & Security              | 6  |
| Business License                      | 6  |
| Hours of Operation                    | 7  |
| Shopping Center Features              | 7  |
| Planning Your Opening Day             | 8  |
| RMU                                   | 13 |
| Kiosk                                 | 17 |
| In-line                               | 19 |
| Customer Service Tips                 | 21 |
| Media Inquiries                       | 23 |
| Promoting your Business               | 24 |
| Policy and Procedures                 | 25 |
| Demonstration and Solicitation Policy | 26 |
| Emergency Notification                | 28 |
| Sales Report Form                     | 29 |
| Policy & Procedures Acknowledgement   | 30 |
| Referral Program                      | 31 |
| Moonbeam Properties                   | 32 |

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# IMPORTANT PHONE NUMBERS

## LIST OF MALL CONTACTS

Mall Management Office is open Monday through Friday from 8:30am to 5:00pm

| Contact                   | Name         | Phone                |
|---------------------------|--------------|----------------------|
| Operations Manager        | Jimmy Taylor | 803-788-4678 ext.225 |
| Specialty Leasing Manager |              |                      |
| Marketing Manager         |              |                      |
| Bookkeeper                | Lisa Hite    | 803-788-4678 ext.223 |
| Administrative Assistant  | Dawn Lacey   | 803-788-4678 ext.222 |

| Mall Management Office | Phone        |
|------------------------|--------------|
| Management Office      | 803-788-4678 |
| Management Fax         | 803-736-9168 |
| Public Safety          | 803-896-9988 |
|                        |              |

## **EMERGENCY AND SAFETY NUMBERS**

The 911 number will get you service for Fire, Police, Ambulance, Poison Control Center, and the Crisis Center. You must ask for the emergency service you wish to contact.

## **PUBLIC SAFETY AND MAINTENANCE**

An alternate number for Public Safety is **803-896-9988**

# IMPORTANT PHONE NUMBERS

## LOCAL BUSINESS PHONE NUMBERS

The following numbers are the most commonly asked for when opening a small business. If you have questions regarding which agency you need to contact, please contact your local City Offices.

| Businesses                   | Name   | Phone                        |
|------------------------------|--|------------------------------|
| Telephone Installation       | AT & T   | 888-944-0447                 |
| Electric Company             | SCE & G  | 800-251-7234                 |
| Printing Companies (signs)   | Epic Sign and Banner                             | 803-865-5775                 |
| Insurance Company            | Shahinian Insurance<br>Arizona Central Insurance | 800-457-2231<br>800-678-0062 |
| Locksmith                    | Best Locksmith                                   | 803-830-2784                 |
| Cable/Telephone Installation | Time Warner                                      | 888-719-5109                 |

| Businesses  | Phone        |
|---|--------------|
| South Carolina LLR<br>South Carolina Occupational License | 803-896-4300 |
| South Carolina Post Office                                | 803-736-2262 |
| Federal Employers Identification # (FEIN)                 | 800-829-4933 |
| County Business License                                   | 803-576-2287 |
| Small Business Development                                | 803-576-2287 |
| Workers Comp. Information                                 | 803-597-4024 |
| Environmental Health (Food Facilities)                    | 803-576-2910 |

## PUBLIC SAFETY/SECURITY

The primary responsibility of our Public Safety/Security personnel is to maintain a pleasant and secure atmosphere at the West Oaks Mall and to be of service to the customers and merchants within the scope of their duties. **PUBLIC SAFETY/SECURITY IS ON DUTY 24 HOURS A DAY, SEVEN DAYS A WEEK.**

### **ACCIDENTS**

Each Merchant shall immediately report any information concerning any accidents involving damage or personal injury to Public Safety/Security.

### **LOST & FOUND**

If articles are found in the common area please contact Security at 803-788-1723 to pick up the article.

### **ASSISTANCE**

Employees requiring Public Safety/Security should call Public Safety/Security immediately.

### **AFTER-HOURS**

If you need to enter or leave the Center at any time when the doors are locked, please contact the Management office. Arrangements can be made with Public Safety/Security. For security purposes, please provide primary and alternate contacts on the Emergency Notification form, found in this manual. Furthermore, as our officers do not have keys to the merchant spaces, they cannot help employees gain entry after hours.

### **BUSINESS SECURITY WATCH**

Please contact the Public Safety /Security Director for suspicion of any illegal, unsafe activities or activities such as credit card fraud, counterfeit money, etc.

## BUSINESS LICENSE

Merchants are required to obtain a business license, permits and/or tax licenses as required by Local, State, and Federal Law. For information, any of the following can be contacted:

Taxpayer Services Number: 803-576-2620  
Website: <http://www.rcgov.us/bsc>  
Tax Office location: 2020 Hampton Street, Suite 2067  
P.O. Box 192  
Columbia, SC 29202

Any food concepts or sampling must be pre-approved by the Health Department.

## HOURS OF OPERATION

| Regular Mall Hours - Days | Time                          |
|---------------------------|-------------------------------|
| Monday – Saturday         | 10:00 a.m. to 9:00 p.m.       |
| Sunday                    | 12:00 p.m. to 6:00 p.m.       |
| Holidays                  | Hours designated by Landlord* |

**Note:** The above hours may change during the holiday season(s). Compliance with the operating hours is for the benefit of all merchants and will be strongly enforced. All merchants are required to be open during the Center’s business hours. It is the merchant’s responsibility to advise the Management Office if their operation deviates in any way from the normal operating hours.

**\*The Mall will be closed on Easter Sunday, Thanksgiving Day, and Christmas Day.**

### OPENING LATE/ CLOSING EARLY

All merchants are expected to maintain hours in accordance with the Center’s operating hours. The importance of maintaining consistent hours of operation is a crucial part of every shopping center’s covenants with the shopping public. When stores or kiosk do not open on time, or commence closing prior to the mall’s advertised closing times, they hurt not only their own sales but often those of the neighboring stores, as well. This is not acceptable.

**All late opening/early closings will be recorded by Security. \$50.00 fine may be issued for each violations of hours of operations. Repeated offences may result in default and/or lease termination.**

Carts and kiosks MAY NOT shut down for any period of time while the Center is open to the public. It is imperative that your business remains fully staffed at all times during the day. DO NOT leave it unattended frequently or more than 10 minutes a day and you MUST place a sign indicating when you will return.

## SHOPPING CENTER FEATURES

**Columbia Place Mall features the following services and amenities:**

- Children's Play Area
- Family Restroom
- Lost and Found
- Stroller Rental
- Wheelchair Service

Opening day for your business whether it be your first or your one hundredth, is an exciting time. We have provided this checklist to help you prepare for the big day.

## HOURS OF OPERATION

To ensure our shoppers are never disappointed by finding retailers in our Shopping Center closed or unmanned, please make the necessary staffing arrangements to ensure your employees have ample time to open your business to the public on time. Employees should arrive/depart a minimum of 15-20 minutes before and after the operating hours of the Shopping Center.

## CASH REGISTER

- Merchants are responsible for providing their own cash register that records each transaction (Z tapes). Records of these transactions may be requested by the Mall Management office.
- Cash registers shall be secured at the close of business nightly.
- POS systems are permitted.
- Cash boxes ARE NOT permitted.

## INSURANCE CERTIFICATE/REQUIREMENTS

Merchants MAY not set up, open or operate without providing proper evidence of insurance to the Licensor. Licensee shall carry worker's compensation insurance and employer's liability insurance in the amount of \$500,000 per accident and disease for each employee with a \$500,000 limit for disease. Merchant shall also carry Commercial General liability, written on an occurrence basis in merchant's name with a per occurrence not less than \$2,000,000 and general aggregate limit applying per location of not less than \$2,000,000.

The Certificate Holder should be listed as follows: COLUMBIA PLACE MALL SC, LLC  
9103 Alta Drive, Suite 204  
Las Vegas, NV 89145

The following must be named as additional insured on the Certificate of Insurance:

- Moonbeam Capital Investments LLC
- Moonbeam Leasing & Management LLC
- Columbia Place Mall MGMT LLC
- Moonbeam Equities VI
- COLUMBIA PLACE MALL SC, LLC and its employees, beneficiaries and agents.



## ☐ PAYMENTS

Security deposit(s), any ancillary Fees and first month's License fees are due **PRIOR** to opening. Merchants will not be permitted to operate until all of the required documents are received.

Rent payments are due by the first of the month (or otherwise outlined in your Specialty License Agreement) payable by cashier's check, business check, or money order **ONLY**. No personal checks or credit card will be accepted. Any late payments are subject to a penalty fee.

**Payments are to be made payable to *Columbia Place Mall SC, LLC* and mailed to:  
*9103 Alta Drive, Suite 204*  
*Las Vegas, NV 89145***

All payments received after the fifth day of the month/term can be charged a \$100.00 late fee. Landlord can also charge 12% on the interest on rent owned until paid and therefore and will be a default of the Lease Agreement.

## ☐ REPORTING SALES

Merchants must submit monthly sales reports by 12:00 Noon no later than **5 days following the reporting month with any percentage rent due at the time, payable by certified check, business check, or money order**. Licensor may request for weekly reports. Sales reports are to be delivered, mailed or faxed to:

Attn: Specialty Leasing  
Columbia Place Mall  
7201/BU-650 Two Notch Rd  
Columbia, SC 29223  
803-736-9168 Fax

The final Sales Report is due within one week after the expiration date of the Lease Agreement with any percentage rent due at the time. The security deposit will not be refunded until the final Sales Report Form is submitted and all obligations outlined by the Lease Agreement are complete.

**Note:** Licensor reserves the right to request Z-tapes (register tapes) to document sales reports. Merchant must submit Z-tapes only upon request.

Late sales reports will result in late fee charges per occurrence.

### ❑ DRESS CODE & EMPLOYEE CONDUCT

Employee dress code is business casual attire. No miniskirts, jeans, ripped pants; spandex, sweats, shorts, slippers, baseball caps; t-shirts or strapless blouses are allowed. T-shirt/logo apparel allowed only if it represents a uniform of the company. It is important that all personnel project a professional image.

- All personal belongings are to be placed in the RMU storage drawers.
- Merchant must conduct business in an ethical and professional manner at all times.
- Employees should remain at their location during business hours and visiting between sales people and periods away from the RMU should be kept short and to a minimum.
- Employees may not bring their children, pets, musical instruments, radios, stereos or television to work; nor should friends/family be allowed to loiter at or near the RMU.
- Reading, eating, or drinking by RMU employees at the RMU unit during operating hours is not permitted at any time.
- Breaks (including restroom breaks) must be covered by another individual; employees may not close for business or shut down RMU, Kiosks, close gates, or doors during the Shopping Center hours.
- If you must leave your business, you must place a sign indicating your return and should only be a maximum of 15 minutes.
- The merchant is responsible for its employee's conduct and actions and will be held accountable for employee violation of any Shopping Center policies and procedures.

### ❑ PARKING

Mall employees are expected to show courtesy to Mall Customers. Please park 20 cars out from any entrance. Handicapped and fire lane parking regulations are enforced by police department and mall security.

Overnight parking is prohibited unless approved in advance by the Mall Management. Please see to it that your employees abide by the employee parking regulations so our valuable customers will have the most convenient parking locations.

### ❑ DELIVERIES

All common area deliveries must be made before or after the Shopping Center's operating hours.

## ❑ **SIGNAGE**

All signs must meet the written signage criteria provided and be approved by Mall Management prior to fabrications and installation. Tenants are required to design, fabricate, install and maintain a sign on their storefront, kiosk, or cart. The Landlord reserves the right to reject any sign, which, in their sole opinion, is not compatible with the aesthetics of the Mall. See the information sheets in this manual.

Mall Management office encourages the use of promotional signage. However, all such signage must be professionally printed. No handwritten signs are permitted. At no time is promotional signage to be affixed to the storefront, storefront glass or cart without Mall approval..

## ❑ **RETURN POLICY**

- Merchants must post their return policy in a framed sign holder next to cash register. This sign should not exceed 5" x 8" and may not be adhered to the RMU.
- All returns or exchanges accompanied by a receipt must be replaced, repaired, exchanged, or refunded at the customer's request. **All customers must be satisfied.**

## ❑ **MAINTENANCE / HOUSEKEEPING**

The function of our maintenance staff is to clean and repair the common area of Columbia Place Mall. No merchant has the right to expect and/or request maintenance personnel to do clean up or repair inside store premises (except on extreme emergency situations). Merchants are responsible for housekeeping and repairs in storefronts and inside their stores. The following information on various items should be fully understood by all merchants and their employees:

Trash Removal- Trash removal is the merchant's responsibility!

- All trash receptacles must be out of sight at all times.
- Use of the Common area trash receptacles is prohibited. They are for the mall shoppers.
- Trash must be removed and disposed at the trash compactor/dumpster in the truck concourse. Break down large boxes.
- Trash must be transported before/after Shopping Center operating hours
- All boxes must be broken down prior to placing them in the trash compactor.
- Never leave trash outside the compactor bins or in the corridors as this causes a fire hazard. Upon discovering the hazards, Licensor will require you to:
  - Remove and compact immediately
  - If no action is taken, we will initiate cleaning and bill the merchant \$50.00

### ❑ **MAINTENANCE/ HOUSEKEEPING cont.**

Disposal of Chemicals- The use and disposal of certain chemicals may be subject to federal, state, and local laws.

- In order to remain in compliance with such laws and your license agreement, you must dispose of all chemicals properly.
- Dumpsters, compactors and sewers are an unacceptable and, illegal of disposal of these substances.
- A few examples of some chemicals that may need special handling are: jewelry cleaning compounds, hair care and beauty supplies, cosmetics, nail solutions or products, photo development chemicals, automotive products, shoe repair chemicals, hobby shop supplies, grease, oil, etc. floor care products, households supplies , and printing/photocopying supplies.

### ❑ **STORAGE**

Storage spaces may be available and can be rented for a monthly fee. Contact the Mall Management office for more information.

### ❑ **RECRUITMENT**

Tenants seeking employees may obtain a form from the mall office to place their store name on the mall website.

### ❑ **SHOPLIFTING**

Shoplifting is a problem that must be handled by individual businesses. Property Security will respond to your calls on shoplifters and will assist with the situation. If a shoplifting emergency should occur, immediately call the local Police and then call Property Security. Is it important that you create a policy on shoplifting and convey it to all of your employees.

## **RMU- SET UP & STOCKING:**

- RMUs shall be provided and placed by the Licensor at the assigned location on the eve of opening date. Merchants are required to set up/stock/dismantle before or after mall hours.
- All merchandise sold must adhere to the use clause of your Agreement or you will be asked to remove the merchandise that doesn't adhere to the use clause provision.
- Cardboard boxes are NEVER allowed at the cart while the Center is open to the public. This includes storing boxes under or around the RMU.

## **RMU- ELECTRICITY:**

- Electricity (one 110V20A circuit) is available at all RMU locations. Appliances (i.e. radios, heaters, fans, microwaves, etc.) are not permitted, unless it's approved by the Licensor.
- Modifications to the conduits, outlets, wires or circuits are not permitted without written authorization from the Management Office.
- Each RMU is equipped with track lighting and is equipped with a standard number of light fixtures upon Merchant move in. No additional lighting may be added, without prior approval of Operations Management.
- No power/electrical cords shall be visible to the public. Licensor approval must be granted to utilize any electrical cords that may extend from the RMU unit. Such cords must be laid parallel to the floor and covered by a WIREMOLD cord protector. In such case, the Licensee must keep all cords within the WIREMOLD protected.

## **RMU- TELEPHONE:**

- Many of the RMU locations are equipped for telephone installation. Cost for installation if needed, shall be at the sole expense of the Merchant.
- Prior to occupying the space, merchants should contact the telephone company to make arrangements for service and providing the space number of RMU. Depending on your area and company you choose, allow up to two weeks for telephone number assignment and installation.
- All telephone cords shall remain hidden under the RMU. No cords shall be run through any walkway or exposed to any pedestrian traffic at any time.

## **RMU- COMPUTER/LAPTOP USE:**

- If your business uses a laptop or computer, it is prohibited to watch movies and/or any other non-work related program during working hours.

## **RMU- SEATING:**

- One chair is provided by the Shopping Center along with the RMU.
- Personal items or shopping bags are not permitted on the backs of the chair. Chairs should remain clear of any items at all times.
- Additional seating is not permitted, unless approved by the Licensor.
- The merchant's assigned chair(s) must be returned upon termination of Specialty License Agreement in the same condition.
- Do not place your feet up on the cart

## RMU- SIGNAGE/DECORATIONS:

- Identifying signage shall include trade name of the RMU in the standard mall RMU font. Any exceptions must be reviewed and approved by the Licensor.
- Merchant shall contact the Specialty Leasing Manager to confirm desired trade name to be used as identifying signage. Allow a minimum of one week for sign fabrication.
- Merchant shall be responsible for providing any additional signs such as sale and/or advertising graphics at their own expense. The size, style, and quantity of such signs and graphics MUST be submitted for review and approved by Licensor.
- Banner signs are not permitted, unless approved by the Licensor.
- No helium balloons will be allowed for marketing or retail purposes in the Shopping Center at any time.
- **Do not affix signage using velcro, glue, putty or any permanent adhesive.**
- Flashing lights of any kind are not permitted.
- Decorations must be incorporated into the display and complement your merchandise and overall look of the RMU. Holiday decorations, such as tree lights or garland are prohibited.
- Any television or monitors must be approved by the Mall Management Office and limited to "22" screens unless otherwise approved. Generally, sound is not permitted. Please contact the Mall Management Office for approval of audio and at what level.

## RMU- MAINTENANCE:

- Merchant is responsible for the upkeep of the RMU including cleaning and dusting of the exterior surfaces (i.e. drawers, cash wrap) as well as the internal display and storage areas (use a wet cloth to wipe down surfaces).
- Contact Mall Management to report any burnt out interior lights, tarp, etc.
- Cost for repair of any damage or replacement equipment to RMUs due to misplacement, neglect, or abnormal wear and tear will be at the sole cost of the Merchant.
- **At termination of business, the RMU must be returned in the condition it was accepted. Unit must be cleaned of any debris (glue, tape, hooks, etc.). There will be a fee deducted from your security deposit to cover costs of any loss, damage, or replacement to the RMU.**

## RMU- SECURITY:

- Merchants are required to purchase their own locks and are responsible to secure them at night. Any lock or chair cables must be removed during operation and placed in storage out of sight.
- It is recommended that merchants carrying high ticket items (i.e. jewelry) install a security alarm.
- If applicable, drawer locks may be installed with prior approval from Management.

## ❑ **RMU- VISUAL MERCHANDISING:**

Retail Merchandise Units (RMU) – Visual Merchandising

Approved rendering/design plan should be executed before opening. Any alterations must be pre-approved by the Licensor. Each set-up must be pre-approved by the Specialty Leasing Manager.

- The agreed upon design plan must be completed upon set-up prior to Shopping Center operating hours.
- Pursuant to the Specialty Leasing License Agreement, the Licensor at its discretion may require alterations to the merchandise, product offering, or visual display.
- Merchants are required to have a complete inventory of merchandise at hand and on display daily. RMUs are the focal point in areas of high visibility and must be fully merchandised at all times during operating hours.
- Most RMU units have matching shelves that can be installed on the units for additional merchandising. These shelves must be merchandised fully at all times and not used for storage. Failure to merchandise may result in removal of such shelving.
- Creative, professional merchandising of the display area is of paramount importance. Merchants RMUs must always appear to be neat, fully merchandised and organized at all times.
- Merchandising areas outside of the RMU unit is not allowed unless approved by the Licensor. Merchandise, display fixtures or signage may not be attached to the RMU unit in any way that would cause damage such as: nails, glue, screws, bolts, staples, etc.
- Decorations, posters or signs may not be placed on top of or hung from the roof of the RMU, any soffits, posts, lights or columns or any RMU or Shopping Center fixture.
- Any interior signage must be professional in nature. All such signs must have approval from the Mall Management Office.
- No packaging/packages or personal belongings are to be hung from the posts or any part of RMU and visible.
- Merchandise and other personal property must be neatly contained within the confines of the RMU storage areas.
- Do not ever place products directly on the floor
- Specialty merchants may sell only the items outlined in the lease agreement's use clause. Any new items must be approved by the Specialty Leasing Department. Any deviation from the clause will be considered a default of the Agreement.

### ❑ UNIT SECURITY

Retail Merchandise Units (RMU) - Security:

- Merchants are required to purchase their own coated locks and responsible to secure them at night. Typical RMU units require eight (8) locks to secure. (Please contact the Mall Management Office to confirm number of locks needed). Combination locks with the same key or combination are recommended for speedy opening. All locks and chair cables must be removed during operation and placed in storage out of sight.
- It's highly recommended that merchants carrying high ticket items, i.e. jewelry, install a security alarm system.
- Drawer locks may also be installed. Approval must be obtained from management. Please contact the Specialty Leasing Manger.
- Failure to secure the roll up doors and chairs at night will result in a fine of \$75 per occurrence



### **Kiosk SET UP & STOCKING**

Depending on the Shopping Center and length of term, kiosk designs are reviewed and approved by MCI corporate merchant Coordination Department located at the address below.

Moonbeam Capital Investments  
c/o merchant Coordination  
9401 W. Colonial Dr.  
Ocoee, FL 34761

A standard MCI kiosk criteria has been created to guide you with your kiosk design. If you have not already received this criteria, please contact the Mall Management Office. The Licensor- approved kiosk must be completely constructed and merchandised during non operational hours of the Shopping Center.

### **Incomplete set-up may result in immediate shut down of the unit.**

- Due to the interior dimension of the standard kiosk size, the Licensor does not provide kiosk chairs and does not allow Merchants to provide seating at the kiosks.
- Merchandising areas outside the kiosk unit is not allowed unless approved by the Merchant. Ancillary merchandise, display fixtures or signage may not be attached to the Kiosk unit in any way unless approved by the Licensor.
- Do not ever place products directly on the floor

Specialty merchants may sell only the items outlined in the lease agreement's use clause. Any new items must be approved by the Specialty Leasing Department. Any deviation from the clause will be considered a default of the Agreement

Set-ups, takedown, new shipment handling, and restocking are to be done prior to or after mall hours. Please notify mall management in advance so that they are aware of your intent to set up and can ensure that security and maintenance staff are prepared for your arrival.

### **Kiosk-Telephone**

Depending on the assigned kiosk location, the space may or may not already have telephone capabilities. Please contact Mall Management Office or inspect the location to determine what telephone needs you may need to contract.

### **Kiosk-Electricity**

Depending on the assigned kiosk location, the space may or may not already have electrical capabilities. Please contact Mall Management Office or inspect the location to determine what electrical needs you may need to contract.

## Visual Merchandising

### Kiosk- Visual Merchandising

- Each set-up must be approved by the Mall Management office.
- Pursuant to the Specialty License Agreement, the Licensor at its discretion may require alterations to the merchandise, product offering or visual display.
- Merchants are required to have a complete inventory of merchandise at hand on display daily. Kiosks are a focal point in areas of high visibility and must be fully merchandised at all times during operation hours.
- Creative, professional merchandising of the display area is of paramount importance. Merchant's Kiosk must always appear to be neat, fully merchandised and organized at all times.
- Decorations posters or signs may not be placed on top of hung from the roof of the Kiosk, any soffits, posts, lights or columns or any other Shopping Center fixture.
- No packaging/packages or personal belongings are to be stored in view of the customers of the Shopping Center.

### Kiosk Phone/ Computer/Laptop Use

- Excessive phone use by your employees will result in a violation/fine notice.
- If your business uses a laptop or computer, it is prohibited to watch movies and/or any other non-working related program during working hours.

### Kiosk-Security

The Licensee shall be solely responsible for the security of the merchandise and its kiosk property.

### □ INLINE-SET UP & STOCKING

In the case where a space does not have barricade in front of the storefront, the storefront including the entry gate/doors and display windows must be covered with Licensor approved materials within 48 hours of Merchant receiving the space. Any areas exposed to the customer must be displayed professionally. Pre-opening day signage in the space or windows, must be reviewed and approved by the Mall Management Office.

### □ INLINE-STORE SECURITY

Upon receipt of the assigned space location, the Licensee shall be responsible for staging to change all the locks to the space.

### □ INLINE-STOREFRONT SIGNAGE

A MCI Specialty License Inline Sign Criteria has been created to provide you guidance in designing your storefront sign. If you have not already received this criteria, please contact the Mall Management Office.

### □ INLINE- WINDOW DISPLAY

Pursuant to the Specialty License Agreement, the Licensor at its discretion may require alterations to the merchandise, product offering or visual display

### □ INLINE - VISUAL MERCHANDISING

Store fixture plan/materials and layout of the store must be submitted and approved by the Merchant. Please plan on up to **3 weeks** for the plan and materials review, as well as layout approval.

- Pursuant to the Specialty License Agreement, the Licensor at its discretion may require alterations to the merchandise, product offering or visual display
- The agreed upon fixture/material and store layout design plan must be completed upon opening for business.
- Pursuant to the Specialty License Agreement, the Licensor at its discretion, may require alterations to the merchandise, product offering or visual display.

### Visual Merchandising (continued)

Inline Store – Visual Merchandising:

- Merchants are required to have complete inventory of merchandise at hand and on display daily .
- Merchant's inline store must always appear to be neat, fully merchandised and organized at all times.
- Merchandising areas or signage outside of the assigned space is not allowed unless approved by the Mall Manager.
- Decorations, posters or signs are may not be placed on top of, hung from the roofing of the any soffits, posts , lights or columns or any other Shopping Center fixture.

## Customer Service Tips

In retail today, customers are now seeking out those merchants who provide the highest level of service. They rally around the sales associate who understands the product and can make informed recommendations. They also rave about the store that took back an item after the posted return date.

Research has proven that it is more profitable to retain good customers than to try to find new ones. Building loyalty and repeat business should be every retailer's goal. Outstanding service is one of the primary means of achieving that goal and we would like to recommend the following tips for providing customer service.

- The customer is always right:** Even when they are wrong, to argue or disagree with a customer can cause lost sales and future business
- No Matter What the Problem is, try to fix it:** Go above and beyond the customer's expectation in addressing a problem.
- Follow Through With a Promise:** If you tell customers that you will get back to them with answers, do so, even if it is to tell them that you are still working on it.
- Listen to the Customer:** On a daily basis, your customers give you invaluable feedback about your products and services
- Spend Time with your Customer:** Personal attention and TLC will go a long way in establishing customer loyalty
- Get it Right the First Time:** The only opportunity you have to satisfy a customer is the first opportunity
- Stand Behind Your Product or Service:** Have a sensible return policy and then be willing to bend the rules
- Have a Great Attitude:** If you project a positive, upbeat attitude, your customer will most often respond in kind

### Irate Customer

Many times when you are confronted with an irate customer, what they really need most is a way to vent their frustrations. Try to:

1. **Listen**—look them in the eyes. Don't interrupt!
2. **Agree**— nod your head in acknowledgement
3. **Be Flexible**—Usually there is more than one solution to a situation
4. **Recovery**— if you make a mistake acknowledge it and resolve the situation.

Don't lose your cool

Don't interrupt

Don't raise your voice to the same level as theirs.

There is no way to predict when an emergency, crises, or publicity opportunity may occur or what form it may be. To avoid the elements of surprise and to minimize the possibility of compounding the problem by the method in which an incident or opportunity is handled the following is recommended:

- Notification of media inquiries to individual stores should be given to the Property General Manager or Marketing Manager
- All employees should be trained to direct all media inquiries to the Store's Manager
- Store Managers should respond only to those questions directly related to their store and only under the guidelines set forth by the store's corporate policy.

We are here for you to help you promote your business and drive traffic to your store. Below are suggestions of how the Marketing or Specialty Leasing Manager can help you:

- E-mail the Marketing Manager of any promotions, sales, and events that are going on in your store. We will post it on our social media.
- Participate in mall events
  - Give out gift cards & baskets
  - Become part of the fashion show, food provider, or other creative ways such as photo sessions with kids in costumes during Halloween
  - Use the Mall as media and advertise your store or campaign around the Mall
  - Provide Marketing Manager with exclusive coupons and promotions
- Develop your own events if they are appropriate to Marketing Managers will help you promote it
- Keep your social media pages up to date and provide relevant information, advertise your mall events, and mall events
- Talk to the Marketing Manager to come up with more creative ideas
- Use appropriate media to advertise and promote your business





## Violation of Policies and Procedures

In order to provide the highest quality experience for our customers, we must ensure the utmost in professionalism and the highest level of standards both in visual presentation and in operating procedures.

As result, Merchants who are found in violation of any visual and operational expectations found in both the Specialty Leasing Manual and in the Specialty License Agreement will be accessed accordingly:

| Violation                | Warning/Fine                         |
|--------------------------|--------------------------------------|
| First Offense            | Verbal/Written Warning               |
| Second Offense           | \$50 fine, payable within five days  |
| Third Offense            | \$100 fine, payable within five days |
| Fourth/Continued Offense | \$150 fine and/or termination        |

The Specialty Leasing Manual and the Specialty License Agreement must be executed simultaneously. It is the responsibility of the Merchant to communicate and hold their employees responsible for working within the acceptable MCI visual and operating guidelines.

\*A copy should be kept at the RMU, Kiosk, or In-line Space for your employees' reference.

## **Solicitation**

Solicitation or unwarranted engagement of shoppers passing by your location is strictly prohibited. Hawking or calling out to customers is prohibited and subject to fines. All sales approaches are limited to the confines of the space outline of the space outlined in your Specialty License Agreement (3ft. radius)

Example:

### **Acceptable Demonstration:**

Sales techniques that show live performance of production in actual use.

### **Acceptable Sampling:**

Upon shopper indicating interest of your product and walking toward your employee to inquire more information, a free sample is offered.

### **Not Acceptable Hawking:**

Aggressive pursuit with a shopper, including but limited to chasing, calling out loudly, and/or actively gesturing.

Merchants shall not distribute handbills or other advertising materials in the Shopping Center or on the automobiles parked in the lots serving the shopping center. Distribution of filers must be approved by the Mall Management Office.

## **Fines For Violations**

|               |                       |
|---------------|-----------------------|
| 1st Violation | \$500                 |
| 2nd Violation | \$1500 or termination |

## Rules and Regulations for Demonstration and Service Licenses for

### Columbia Place Mall

For purposes of these Rules and Regulation, soliciting or hawking is defined as (however, not limited to) using aggressive selling tactics, such as employee(s) yelling out to customers or physically approaching customers outside Licensee's Assigned Location or "Leased Premises". The ownership of West Oaks Mall strictly prohibit approaching customers either verbally or physically outside the confines of their Assigned Location or Leased Premises, touching customers at any time without the customers permission and/or verbally abusing customers in any manner. Demonstration of any product outside of Licensee's Assigned Location or the Leased Premieres is also strictly prohibited.

- Licensee must stay within arm's length of the actual selling unit, RMU, cart or Kiosk, regardless of the size of the Assigned Location.
- Licensee may not approach a customer unless the customer first approaches the RMU showing interest in learning more about the product. Only upon this expression of interest by the customer may Licensee ask customers if they would like to try Licensee's product.
- Licensee may have a maximum of two employees at the RMU/Kiosk at one time.
- Licensee may not at any time yell at the customer or cause a disturbance to attract attention, such as but not limited to, throwing the product or touching the customer in any manner.
- If the customers do agree to test the product, Licensee is responsible for ensuring that the customers stay within the Assigned Location and follow the guidelines herein.
- If the Licensee's product found in the Shopping Center or Common Area light fixtures, elevators, trees, planters, etc., or in another merchants or licensee's space, Licensee will be responsible for the actual cost to remove the items and will be additionally liable for the liquidated damages of \$100 minimum for each occurrence.
- If the Licensee demonstrates flying toys of any kind, the flying toy may not be flown higher than the top of the selling unit or beyond the Licensee's Assigned Location or Leased Premises. Exceptions may be proposed to the Licensor, but are subject to the Licensors approval.
- Licensee is responsible for ensuring all individuals in Licensee's employ are aware of the rules and regulations.
- Because of the difficulty in assessing actual cost for failure to abide by these rules, Licensor will bill Licensee \$500 as liquidated damages for the first violation of these rules and, \$1,000 for the second violation and \$1,500 for violations thereafter. If this fee is not paid by licensee within 10 days, Licensor shall have the right to deduct such fee from the Security deposit. Licensee agrees to replenish the Security Deposit within 30 days of the Licensors request to do so.
- Licensee must have 100% money back guarantee for their products and must be clearly post return policy at cash wrap/cash register to be viewed by every customer purchasing product.
- Licensor may revoke this License at will and with/without cause, per the License Agreement regardless of the number of the violations.
- Licensor has the right to amend or add to these rules and regulations from time to time without the Licensee's consent.

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Authorized Signatory / Title

\_\_\_\_\_  
Date

# EMERGENCY NOTIFICATION

## SPECIALTY LICENSE EMERGENCY NOTIFICATION

Please indicate below the primary and alternate contacts that Shopping Center Security should contact in the event of an after-hours emergency involving your location.

### MERCHANT INFORMATION

Store Name:

Store Phone #:

Store Fax #:

Manager Name:

Manager Contact #:

Assistant Name:

Assistant Contact #:

Please list the names of personnel who are key holder in the order of contacting. This information is required by Mall Manager and Public Safety in the event of an emergency.

### OTHER STORE CONTACTS

Key Holder #1:

Phone #:

Key Holder #2:

Phone #:

### CORPORATE OFFICE CONTACTS

District/Regional Manager

Company Name:

Phone #:

Address:

Fax #:

Home Office Contact Name:

Company Name:

Phone #:

Address:

Fax #:

Other Contact Name:

Company Name:

Phone #:

Address:

Fax #:



**COLUMBIA  
PLACE**

As part of your License Agreement, please provide the following information regarding total gross sales. **SALES REPORTS ARE DUE NO LATER THAN 12 NOON ON THE 5<sup>TH</sup> OF EVERY MONTH.** Late sales reports will result in late fees according to Section 7 of the License Agreement. The overage amount is due upon completing this report and submitting it to the Management Office.

RMU, Kiosk, or Inline Trade Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

SALES FOR THE MONTH OF: \_\_\_\_\_  
(ENTER REPORTING MONTH)

TOTAL SALES: \$ \_\_\_\_\_  
(ENTER THE TOTAL SALES W/O TAX)

BREAKPOINT: \$ \_\_\_\_\_  
(ENTER BKPT AS STATED IN THE LICENSE AGREEMENT)

DIFFERENCE: \$ \_\_\_\_\_  
(SUBTRACT THE SALES WITH THE BKPT ONLY IF YOU EXCEED YOUR BKPT)

PERCENTAGE RATE: \_\_\_\_\_ %  
(ENTER RATE)

SUBTOTAL: \$ \_\_\_\_\_  
(MULTIPLY THE DIFFERENCE BY THE PERCENTAGE RATE AND ENTER HERE)

TOTAL DUE: \$ \_\_\_\_\_  
(SUBMIT PAYMENT ALONG WITH THIS REPORT)

I confirm that the indicated sales have truthfully been reported by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return this report to the Management Office to the attention of  
Specialty Leasing Department

Columbia Place Mall  
7201/BU-650 Two Notch Rd  
Columbia, SC 29223  
803-788-4678 – Phone  
803-736-9168 - Fax

# POLICY AND PROCEDURES

## ACKNOWLEDGEMENT

I have read and understand the visual and operating standards outlined in both the Specialty License Agreement and the Specialty Leasing Handbook at West Oaks Mall.

I understand that it is my sole responsibility to ensure my employees are aware of such standards prior to working at the locations indicated below. I understand that the acts of my employees may result in fines and/or the termination of my Specialty License Agreement.

| BUSINESS NAME |  |
|---------------|--|
| SPACE #       |  |
| NAME (PRINT)  |  |
| SIGNATURE     |  |
| TITLE         |  |
| DATE          |  |

# REFERRAL PROGRAM

## REFER A FRIEND , GET FREE RENT

***Welcome to Moonbeam Property. Refer a friend to open a business in one of our properties and get one month of free rent or \$1000!***

In order to qualify:

- You have to operate your store at a Moonbeam property for at least 6 months
- Be up to date with all payments
- Have current and executed lease with a Moonbeam Property
- The referred person must give your name as a reference before signing a lease
- Referred person needs to sign a lease for a minimum of 12 months at one of the Moonbeam Properties
- Referred person must be current and up to with payments for at least first 3 months

If you and your referral meets the criteria, your will receive one month of free rent or \$1000, whichever is less, after 3 months of your referral operating their business.

If you are interested in opening another location at a Moonbeam Property, it will fall under the Referral Program.

See next page for main Moonbeam Properties and visit [www.moonbeampropety.com](http://www.moonbeampropety.com) for all the current properties in Moonbeam Portfolio.



**MOONBEAM**  **CAPITAL  
INVESTMENTS LLC**

  
**COLUMBIA  
PLACE**

**FEATURED PROPERTIES**

[www.MoonbeamProperty.com](http://www.MoonbeamProperty.com)



**CANDLER-MCAFFEE**  
 2000 Candler Road  
 Decatur, GA 30032  
 ■ GLA ±175,272 sf  
 ■ Available 1,000 sf – 80,000 sf  
 ■ Well-balanced mix of tenants including DD's Discount, Citi Trends, Auto Zone and McDonald's



**SHOPPINGTOWN MALL**  
 3649 Erie Boulevard  
 Dewitt, NY 13214  
 ■ GLA ±988,054 sf  
 ■ Available 182 sf – 67,931 sf / Potential re-development  
 ■ Anchors include Macy's, JCPenney, Sears & Dicks Sporting Goods



**CENTURY III MALL**  
 3075 Clairton Road  
 Pittsburgh, PA 15123  
 ■ GLA ±1,110,000 sf  
 ■ Available 534 sf – 48,079 sf / Potential re-development  
 ■ Anchors include Macy's, Sears & Dick's Sporting Goods



**WEST OAKS MALL**  
 9401 West Colonial Dr.  
 Orlando, FL 34761  
 ■ GLA ±1,002,886 sf  
 ■ Available 623 sf – 212,506 sf / Potential re-development  
 ■ Current Anchors include Dillard's, JCPenney & AMC Movie Theater



**CORTANA MALL**  
 9401 Cortona Place  
 Baton Rouge, LA 30096  
 ■ GLA ±1,432,942 sf  
 ■ Available 588 sf – 81,050 sf  
 ■ Anchors include Macy's, Dillard's, Sears, JCPenney & Virginia College



**LAKE PARK PLAZA**  
 5327 Mill Store Road  
 Lake Park, GA 31636  
 ■ GLA ±245,465 sf  
 ■ Available 1,071 sf – 24,000 sf  
 ■ Lake Park is located 14 miles from downtown Valdosta with high visibility and great access to I-75.



**FIVE POINTS MALL**  
 1129 N Baldwin Avenue  
 Marlon, IN 456952  
 ■ GLA ±453,722 sf  
 ■ Available 500 sf – 30,000 sf  
 ■ Anchors include JCPenney, Carson's & Roses



**SALEM CONSUMER SQUARE**  
 5597 Salem Avenue  
 Dayton, OH 45426  
 ■ GLA ±272,234 sf  
 ■ Available 1,000 sf – 24,500 sf  
 ■ National tenants include Office Depot, Chase Bank, Sherwin Williams, Rent-A-Center, and Sally's Beauty Supply.



**GREELEY MALL**  
 2050 Greeley Mall Street  
 Greeley, CO 80631  
 ■ GLA ±504,822 sf  
 ■ Available 500 sf – 93,270 sf / Potential re-development  
 ■ Anchors include Sears, JCPenney & Carmike Cinemas



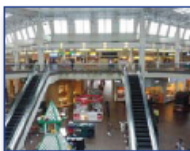
**THE SHOPS AT PENNSVILLE CENTER**  
 251 N. Broadway – Route 49  
 Pennsville, NJ 08070  
 ■ The center is anchored by Acme Supermarket and Peebles Department Store and includes National tenants such as Payless, Verizon Wireless and Pizza Hut.



**GWINNETT PLACE MALL**  
 2100 Pleasant Hill Road  
 Duluth, GA 30096  
 ■ GLA ±1,227,215 sf  
 ■ Available 533 sf – 123,843 sf  
 ■ Anchors include Macy's, Sears, JCPenney & Mega Mart



**SPECTRUM PLAZA**  
 23221 Aldine Westfield Road  
 Spring, TX 77373  
 ■ GLA ±103,999 sf  
 ■ Available 800 sf – 8,645 sf  
 ■ Located in the Houston MSA, Spectrum Plaza has a mix of national and local tenants including Subway, State Farm, and Discount Tire.



**THE MARKETPLACE AT BURLINGTON**  
 2501 Mount Holly Road  
 Burlington, NJ 08016  
 ■ GLA ±670,000 sf  
 ■ 2014 Expansion and re-development  
 ■ Anchors include JCPenney & Sears



**WEST VOLUSIA TOWNE CENTRE**  
 985 Harley Strickland Blvd.  
 Orange City, FL 32763  
 ■ GLA ±154,477 sf  
 ■ Available 1,000 sf – 17,000 sf  
 ■ National tenants include Kohl's, Ross, Bed Bath and Beyond, Hibbett Sports, Petco, Michaels, and Payless ShoeSource.



**MARSHALL TOWN CENTER**  
 2500 South Center Street  
 Marshalltown, IA 50158  
 ■ GLA ±345,585 sf  
 ■ Available 1,000 sf – 60,000 sf  
 ■ Anchors include JCPenney & Younkers



**WILLOWBROOK VILLAGE**  
 73 N. Willowbrook Road  
 Coldwater, MI 49036  
 ■ GLA ±179,741 sf  
 ■ Available 2,000 sf – 14,400 sf  
 ■ Excellent visibility along I-69 with Gander Mountain and Big Lots as current tenants.