

**NOTICE REGARDING USE OF SHOPPING CENTER  
FOR EXPRESSIVE ACTIVITY**

You have inquired about the possibility of engaging in conduct within the Shopping Center that is covered by our POLICIES REGARDING THIRD PARTY EXPRESSIVE ACTIVITY ON THE SHOPPING CENTER.

The Shopping Center is intended for the use of the Shopping Center's tenants and licensees and their respective employees, customers, suppliers and others who comply with these policies. The Shopping Center is not open to the public for any other purpose except as required by law. If you engage in covered activity without prior permission or engage in non-compliant conduct or activity within the Shopping Center, you may be required to leave the Shopping Center immediately. If you fail to do so, we may be forced to call the police for assistance.

Attached is a copy of the POLICIES REGARDING THIRD PARTY EXPRESSIVE ACTIVITY ON THE SHOPPING CENTER ("Policies"). Please read them as you and those with you are with will be required to comply with these Policies and the Time, Place And Manner Rules contained therein. You will not be granted permission to engage in expressive activities within the Shopping Center unless you read and agree to comply with these Policies/Rules.

After you have read them and if you agree to comply with them, you may complete the EXPRESSIVE ACTIVITY PERMIT APPLICATION online. These POLICIES REGARDING THIRD PARTY EXPRESSIVE ACTIVITY ON THE SHOPPING CENTER will be considered part of your Permit.

If your application is approved, you must abide by the attached policies. If you fail to do so, your permission to conduct your activity will be revoked and you will be required to cease your activity and to leave the Shopping Center. Non-compliance may also affect you ability to obtain permission to engage in on-premises expressive activities within the Shopping Center or any other facility managed by Reynolds & Brown in the future.

Thank you for your cooperation.

**Property Management  
Reynolds & Brown  
925-674-8400 (p)  
925-689-1535 (f)**

**POLICIES REGARDING THIRD PARTY EXPRESSIVE ACTIVITY**  
**ON THE SHOPPING CENTER (the "Shopping Center")**

This document describes the policies ("policies") of the Owner and Property Manager of the Shopping Center concerning third party expressive activity on the Shopping Center. The Shopping Center is intended for the sole use of the Owner, its tenants, licensees and their respective employees, customers and contractors and/or suppliers (on premises for the purpose of rendering services/delivering goods to the Shopping Center) and, during the time that these policies are in place, third parties lawfully present/using the Shopping Center in accordance with these policies.

These policies are issued and implemented on an at-will basis. The Owner, acting through its property manager, Reynolds & Brown, located at 1200 Concord Avenue, Suite 200, Concord, CA 94520, Attn: Property Management, (925) 674 -8400 or its successor (the "Property Manager"), reserves the right to rescind or change these policies or to remove any portion of the Shopping Center from the application of these policies at any time, with or without cause or notice. These policies are issued on an informational basis and state the Owner's present policy with respect to expressive activities at the Shopping Center by third parties. All prior policies concerning this subject matter are superseded by these policies.

These policies shall not be construed or enforced to unlawfully prohibit or restrict employee rights under Section 7 of the National Labor Relations Act. The Owner, in no way, however, concedes that it is under a legal obligation to allow third parties to engage in expressive activity on the Shopping Center. Nor does the Owner concede that third parties have a legal right to engage in expressive activity on the Shopping Center. Notwithstanding the issuance of these policies, the Owner reserves all legal rights to deny third parties access to the Shopping Center in accordance with the state law. These policies in no way act to grant or otherwise enlarge the legal rights of third parties.

**I. POLICY**

These policies exist for the purpose(s) of assuring that expressive activities do not compete with or interfere with the Shopping Center's business operations, interfere with customer convenience, do not needlessly compound the Shopping Center's cost of doing business and/or do not create unsafe or hazardous conditions. They also exist for the purpose of insuring that no third party will be allowed to monopolize the opportunity to engage in expressive activity within the Shopping Center.

Every "third party" wishing to engage in "expressive activity" within the Shopping Center shall first file an application to do so with the Property Manager for the Shopping Center or the Property Manager's designee, and obtained their prior express permission.

Every third party wishing to engage in expressive activity on the Shopping Center will also receive the time, place and manner rules described below and expressly agree to comply with them.

A third party's failure to agree to comply with the time, place and manner rules described below and/or their failure to comply with them may result in the denial of permission to engage in expressive activity within the Shopping Center, revocation of prior permission and/or the future denial of permission.

The Owner will also consider a third party's failure to comply with these policies to be a trespass and the possible basis for a legal action.

## Definitions:

For the purpose of these policies, the term “expressive activity” includes the following conduct/ activity: handbilling, leafleting, parading, demonstrating, political speech, non-commercial speech, solicitation, picketing, charitable fundraising (such as, without limitation, the Girl Scouts, Salvation Army, etc.), and all other similar conduct/activities.

For the purpose of these policies, the term “third party” includes a person, party, entity, organization or group, whether acting singly or in concert and whether formal or informal, who is not employed by the Owner or within the Shopping Center who, while engaged in expressive activity within the Shopping Center, is not patronizing or otherwise doing business within the Shopping Center where they are currently engaged in expressive activity and each of them and their agents, representatives or other affiliated persons/parties purporting to act on their behalf and/or for their benefit. Third parties do not include contractors/ suppliers who are within the Shopping Center rendering services/delivering goods to the Shopping Center.

For the purpose of these policies, the term “premises” includes and is limited to the Shopping Center stores and the real property owned by or leased by the Owner, or portions thereof on which the Shopping Center stores are located, and all other areas of such properties subject to the Owner’s control.

These policies apply only to the Shopping Center and only to third parties engaged in or seeking to engage in expressive activity within the Shopping Center. Third party expressive activity on all other real property owned by or leased by the Owner and subject to the Owner’s control is hereby prohibited.

These policies do not apply to the employees of the Owner or any tenants or licensees within the Shopping Center. Nor are these policies intended to affect a third party’s contractual or statutory right(s) to enter covered premises. However, they also, in no way, operate to alter or enlarge such contractual or statutory right(s), to create new rights, or to limit the ability of the Owner and the Shopping Center personnel to regulate at-store and in-store activities pursuant to such contracts or in accordance with statute.

## **II. TIME, PLACE AND MANNER RULES**

Time: Except as otherwise provided herein, expressive activities within the Shopping Center shall be permitted during daylight hours ONLY, and shall NOT be permitted during the time beginning with sunset and ending with sunrise.

**PLEASE NOTE THE FOLLOWING BLACKOUT PERIODS:** The following are periods of expected peak business, traffic and congestion during which expressive activity within the Shopping Center shall not be permitted:

- Easter Sunday and the Friday and Saturday immediately prior thereto;
- Memorial Day and the Friday, Saturday and Sunday immediately prior thereto;
- July 3 and 4, and (a) if the 4<sup>th</sup> falls on a Monday or Tuesday, the preceding Saturday and Sunday; (b) if the 4<sup>th</sup> falls on a Wednesday, Thursday, Friday or Saturday, the following 2 days; and (c) if the 4<sup>th</sup> falls on a Sunday, the preceding Friday and following Monday;
- Labor Day and the Friday, Saturday and Sunday immediately prior thereto; Thanksgiving day and the six (6) days prior thereto.

Place: All expressive activity shall be confined to the area designated as “Designated Expressive Activity Location”. **These locations are outlined on Page 6.** Said designated area shall neither be located within ten (10) feet of store doorways, customer entrances/exits or loading docks or the sidewalk immediately in front thereof nor within three (3) feet of the exterior walls of any store.

Expressive activity shall not be conducted in/on any of the following Shopping Center areas: store interiors, roadways, parking lots/aisles, handicapped parking spaces/areas, doorways, entrances, exits, loading docks or

any other area other than the area specified in the foregoing paragraph.

Expressive activity shall not be conducted in any Shopping Center areas/places that would block or otherwise impede the free/normal ingress and/or egress of the Owner's, Property Manager's or Shopping Center tenants' employees, customers, vendors and/or suppliers.

Manner: No more than one third party may engage in expressive activity within the Shopping Center at any one time; and no more than four (4) persons per public doorway may engage in expressive activity within the Shopping Center at any time.

No third party shall engage in expressive activity on more than three (3) consecutive days in one (1) month at a given Shopping Center or more than thirty (30) days in any one year.

### **III. RULES AND REGULATIONS**

**Before engaging in activity covered by these policies, third parties shall do the following:**

- Obtain his/her/its prior express permission to engage in expressive activity after having fully filled out an application to engage in expressive activity. Each applicant must also have expressly agreed to abide by these Policies and these Time, Place And Manner Rules;
- Where, under the circumstances, it is deemed necessary by the Property Manager, irrevocably designate at least one responsible person who will act as the third party's authorized agent who will be present throughout the expressive activity, who will be responsible for maintaining compliance with these Policies and Time, Place And Manner Rules and who will serve as the third party's point of contact and obey all lawful instructions of the Property Manager regarding compliance with these Policies and Rules;
- Where, under the circumstances, it is deemed necessary by the Property Manager, provide the true and correct name of each person who will engage/participate in the requested expressive activity and their true and correct address and phone number should it become necessary to contact them;
- Where, under the circumstances, it is deemed necessary by the Property Manager, execute an agreement in which the third party assumes risk and liability for their acts/omissions while on the Shopping Center and agrees to hold the Owner harmless and to fully indemnify the Owner for any damages, attorneys fees and costs relating to said acts/omissions;
- Where, under the circumstances, it is deemed necessary by the Property Manager, arrange for cleanup and present proof of said arrangements and/or post a cleaning/ damage deposit; and
- Where, under the circumstances, it is deemed necessary by the Property Manager, present proof of insurance protecting the Owner from personal injury and property damage/liability.

**While engaged in activity covered by this Policy, a third party and the persons acting on their behalf shall do the following:**

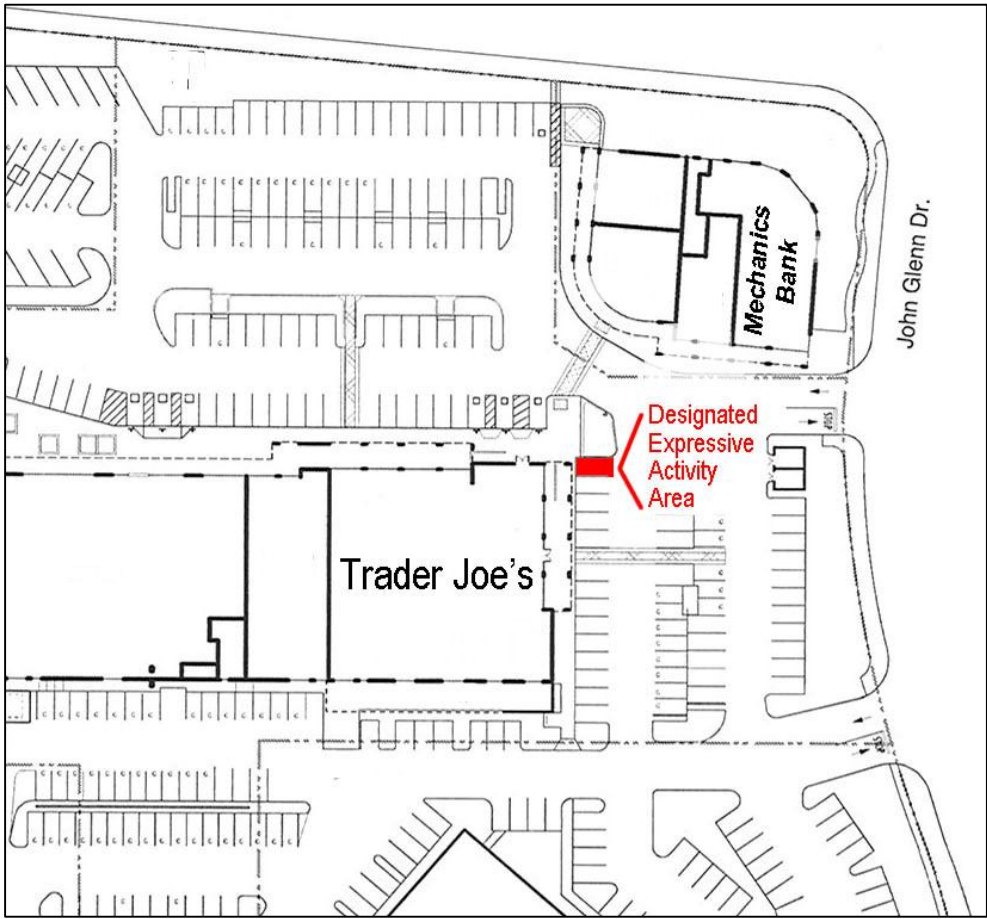
- Have at least one of the third party's designated responsible person present throughout the expressive activity, have them identify themselves and have them provide their office, contact information and cell telephone or pager .(if applicable) to the Property Manager and have them serve as the third party's point of contact person and person charged with insuring compliance with these Policies and Time, Place And Manner Rules and taking lawful direction from the Property Manager;
- Honor customer requests to be left alone, not to be approached and/or not to be solicited; Comply with these Policies and these Time, Place And Manner Rules;
- Comply with the lawful requests/direction of the Property Manager.

**While engaged in activity covered by these policies, a third party and persons acting on their behalf shall NOT do any of the following:**

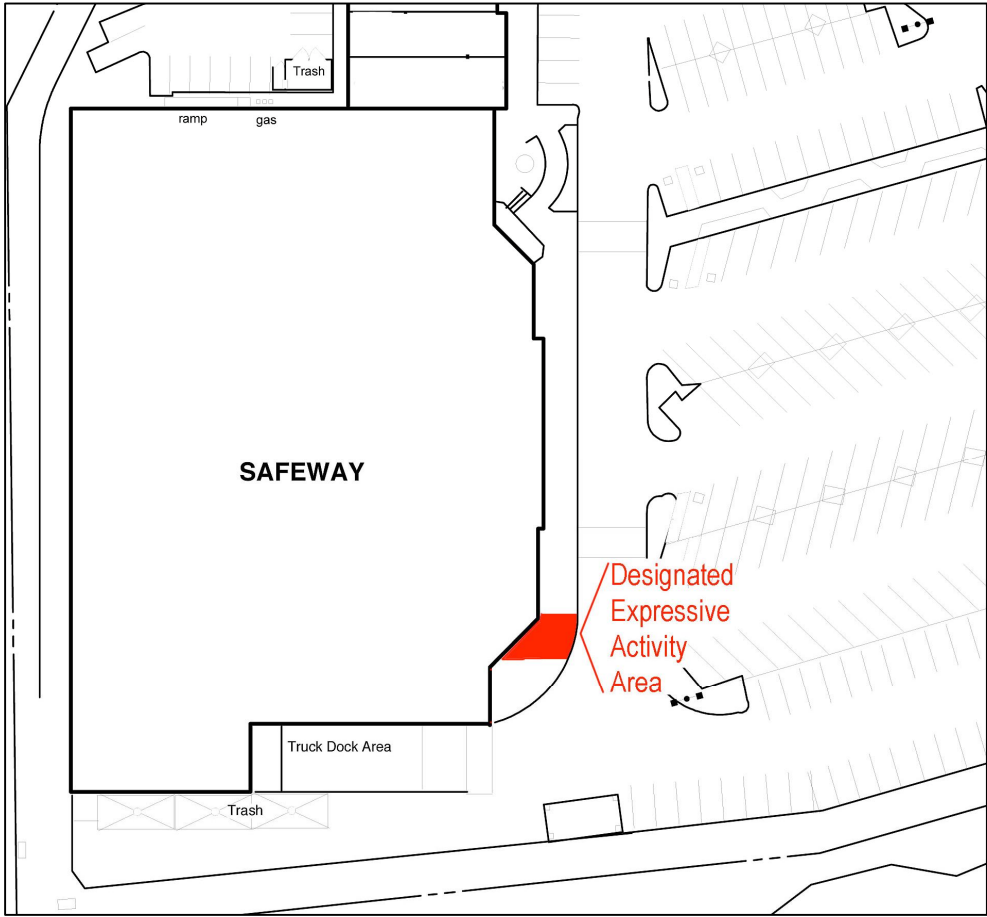
- Employ minor persons without the continuous presence of a responsible adult;
- Engage in commercial or for profit activity;

- Engage in any activity that competes with any business of the Shopping Center tenants;
- Engage in expressive activity at times and/or places not authorized by these policies and by the Owner's permission;
- Make use of loudspeakers, bull horns or any other device that amplifies sound;
- Make use of any other device that emits or causes a loud or obnoxious sound or that is so loud as to be heard inside the store;
- Make or cause any loud or obnoxious sound that disturbs or is likely to disturb customers or can be heard inside the store;
- Yell, chant or engage in other obnoxious conduct or behavior that is likely to offend customers, discourage customer patronage or interferes with the Shopping Center's efficient conduct of business within the Shopping Center and/or creates or may create a safety hazard or unsafe condition;
- Litter or fail to clean up after themselves;
- Block or otherwise impede the free/normal passage, ingress or egress of customers and/or suppliers/vendors;
- Block or otherwise impede customer foot traffic on the sidewalk in front of the store;
- Block or otherwise impede vehicular traffic;
- Annoy, berate, intimidate or otherwise harass customers, employees and any other person/party doing business or seeking to do business with the Shopping Center;
- Follow/stalk customers or engage in conduct that suggests that their addresses, phone numbers or vehicular license numbers are being recorded;
- Fail to honor a customer's request to be left alone, not to be approached and/or not to be solicited;
- Make/use inflammatory or insulting words or images, "fighting" words, obscenities, pornography, grisly/gruesome displays or slogans that are likely to discourage business, be offensive to customers or lead to, create or cause a disturbance or an unsafe condition or pose the risk of violence;
- Make/use racial/ethnic/religious slurs or make any other statements that are likely to discourage business, be offensive to customers or lead to, create or cause a disturbance or an unsafe condition or pose the risk of violence;
- Distribute or exhibit materials-containing "fighting" words, obscenities; pornography, grisly/gruesome displays or inflammatory slogans or any other statements that are likely to discourage business, be offensive to customers or lead to, create or cause a disturbance, an unsafe condition or pose the risk of violence;
- Distribute or exhibit materials containing racial/ethnic/religious slurs or any other statements that are likely to discourage business, be offensive to customers or lead to, create or cause a disturbance, an unsafe condition or pose the risk of violence
- Take, mark, deface or damage any property within the Shopping Center, or belonging to its tenants' or licensees' employees, customers, contractors/suppliers or others seeking to do business within the Shopping Center;
- Affix, place or post handbills, signs or any other materials within the Shopping Center or on or to the property of its tenants' or licensees' employees, customers, contractors/suppliers or others seeking to do business within the Shopping Center;
- Distribute literature, leaflet or picket in areas or engage in other expressive activity outside the area designated for that purpose;
- Violate any law, statute, ordinance or regulation of any government entity or violate these rules or conditions;
- Engage in any other conduct or activity or commit any act or omission that is likely to interfere with the conduct of business, to discourage sales, to be offensive to customers and/or to lead to, create or cause a disturbance or an unsafe condition or pose the risk of violence.

**After engaging in activity covered by these regulations, a third party and persons acting on their behalf shall clean up the designated area, taking everything they brought with them and leaving nothing behind.**



**HERITAGE SQUARE  
SHOPPING CENTER,  
CONCORD, CA**



**WATERMAN VILLAGE  
SHOPPING CENTER,  
FAIRFIELD, CA**