

# HAPPY VALLEY-TOWNE CENTER



How do I know if I am an LRA Tenant? Refer to Article 29C of your lease agreement or contact Karli Adam if you have further questions.

## 2020 Lease Required Advertising Program Participation Form

Merchant understands that their participation in this program will apply toward Vestar advertising requirements per Article 29C of the lease agreement.

Store Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail (required for proofs of marketing material): \_\_\_\_\_

**Please choose 4 of the following options below and return to Karli Adam by June 15, 2020:**

**(You may choose the same option multiple times to count towards your 4 for the year)**

\_\_\_ Social Media Advertising (choice of Facebook and/or Instagram for 1 month)

Month requested \_\_\_\_\_  Facebook only  Instagram only  Both Facebook and Instagram

\_\_\_ Overhead Center Audio Ad Messages (choice of 2 consecutive months)

Months requested \_\_\_\_\_ and \_\_\_\_\_

\_\_\_ 22" x 28" Signage (4 one-sided posters, choice of 1 month) – Does not include the cost of printing

Month requested \_\_\_\_\_

\_\_\_ ShopLTV.com Web Banner Advertisement (choice of 3 consecutive months)

Months requested \_\_\_\_\_ and \_\_\_\_\_

**All opportunities are subject to space availability. It is the responsibility of the tenant to fulfill the selected advertising options and submit artwork no later than 3 weeks prior to the 1st of the month that is selected.**

### Financial Responsibility and Terms

- Merchant will be billed monthly on your rent statement.
- Slow and partial payments will result in merchant's account being placed on "Credit Hold."
- A late payment fee, per tenant's lease, will be charged on any past due amounts.
- Merchant shall assume liability for all reasonable collection agency fees, attorney fees and court costs related to the collection of amounts due to Vestar.
- Failure to pay Lease Required Advertising related cost, per your lease agreement, will result in a default violation of your lease.

Except as provided below, merchant agrees to indemnify and hold harmless Vestar AZ XXXI LLC, Vestar AZ XLVII, LLC, its owners, employees and agencies from any claim arising from approved advertising. In the event of a material error by Vestar, liability will be limited to the cost of the advertising space containing the error. All claims to be asserted by the merchant in connection with participation in the lease required advertising pieces may be made in writing within thirty (30) days of distribution of the piece or they are forever barred.

Vestar reserves the right to refuse any advertising as determined at the sole discretion of Vestar. Merchant has read, acknowledges, and understands the attached information outlining the advertising, rates, material requirements and payment policies.

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

**PLEASE RETURN VIA E-MAIL OR MAIL TO THE VESTAR MARKETING DEPARTMENT:**

Vestar Marketing Department  
ATTN: Karli Adam  
21001 N. Tatum Blvd, Suite 46-1515, Phoenix, AZ 85050  
Phone: (602) 553-2706, Email: [kadam@vestar.com](mailto:kadam@vestar.com)

