

Policies & Procedures: Moving / Delivery Policy

In moving furniture, equipment into/out of Bishop Place, all tenants and moving companies agree to adhere to the following rules:

- 1. Scheduling Your Move/Delivery.** The Tenant must schedule all deliveries and moves at least **48** hours prior to the date of delivery/move by submitting a completed Building Access Request (BAR) Form to Building Management. Movements of large quantities of furniture, equipment or supplies must be scheduled for after 6:00 PM except on weekend or holidays. The Building Access Request Form must specify any need for the freight elevator. After receiving the form, the Office of the Building will schedule the move/delivery and designate the appropriate elevators to be used. **Please understand that your access is not scheduled until confirmed by the Office of the Building.**
- 2. Inspection of the Premises and Access.** Prior to the date of the move/delivery, the Tenant must arrange for a walk-through inspection of its suite and the access route by the moving company, the Tenant and Building Management. The moving company will be responsible for independently inspecting the premises in order to become familiar with the conditions existing at the Building, including, but not limited to, verifying various access dimensions, so that it may furnish such equipment and labor necessary to provide for the orderly and efficient movement of the property. These areas should be inspected for damage before and after the move.
- 3. Supervision, Labor, Material and Equipment.** The Tenant and the moving vendor are each responsible for ensuring that:
 - All material handling vehicles must have rubber-tired wheels and be maintained free of grease and dirt.
 - All items are moved through the service elevators.
 - Floor, carpet, wall and glass protective materials are appropriately used (and then removed) wherever necessary to protect the Building from damage, including but not limited to elevator corners protection, masonite floor protection on all carpet, tile, and thresholds, and walk-off plates for all entry door and elevator thresholds.
 - Building corridors, entrances and exits are not blocked.
 - Entrance doors are blocked open with stops that will not damage any wood, metal trim, glass or pulls.
 - All protective materials and waste are removed from the Building on the same day. The Tenant agrees to pay reasonable charges for the clean-up and disposal of any materials left behind.
 - All necessary safety precautions are taken and all applicable provisions of federal, state, and local safety laws, including those with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices, are all fully complied with, all to prevent accident or injury to persons on, about or adjacent to any Building.
 - Employees and agents of the Tenant and the moving vendor comply with all rules of the Building (which are available from the Building Management), as well as any instructions of Building Management.
 - Employees and agents of the Tenant do not (i) unreasonably disturb the occupants of any Building or any other building or their property; (ii) violate the confidentiality of any occupant's business; or (iii) without express permission, use computers, copiers, radios, telephones or other equipment or facilities of any person in the Building.
- 4. Insurance Requirements.** The Building Access Request Form must include a Certificate of Insurance. The Certificate must show (a) broad form Commercial General Liability Insurance on an "occurrence" basis for bodily injury, death and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate; (b) Commercial Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00); and (c) Workers' Compensation Insurance with statutory limits, as required by the laws of [STATE]. Please remember that these amounts do not limit the responsibility of the moving company or the Tenant, so please consider whether higher limits are appropriate. DEG, LLC, DBA Bishop Place, Douglas Emmett, Inc., Douglas Emmett Management, Inc., Douglas Emmett Management, LLC, Douglas Emmett Properties, LP and Douglas Emmett Management Hawaii, LLC must be named as additional insured by endorsement on the insurance policy.
- 5. Damage.** The Tenant and the vendor shall each be responsible for all damages and losses sustained by the Building or any other tenant as a result of the move/delivery, including but not limited to the damage to the garage, loading dock, elevators and building corridors. If any damage occurs, Building Management will have the right to fix or replace the damaged item at the Tenant's sole cost and expense.
- 6. Indemnity.** The Tenant and the moving company each agree to indemnify, defend, protect, and hold harmless Purchaser and the other parties required above to be covered by insurance, and each of their respective lenders, partners, officers, members, managers, directors, agents and employees (collectively, "Indemnities"), from and against any and all claims, demands, damages, losses, lawsuits and other proceedings, judgments, causes of action, liabilities, claims of lien, liens, civil or criminal penalties and charges, lost rent, emotional or bodily injuries or death, property damage, costs and expenses (including attorney's fees) (collectively "Claims") to the extent in any way arising from (i) any alleged act, omission or error of Tenant and/or the moving company, or any of its respective partners, officers, agents or employees, in connection with the move/delivery, or (ii) any damage or injury of any kind or nature whatever (including death resulting there from) to any person, whether an employee of Tenant and/or the moving company or otherwise, or to any property (including loss of use thereof) caused by, resulting from, arising out of, or occurring in connection with the move/delivery, except in each case only to the extent the Claim arises from the gross negligence of that indemnified party. Building Management shall have the right to select and direct the legal counsel to defend any Indemnities, subject to the Tenant's reasonable approval, and the Tenant and moving company shall reasonably cooperate with Building Management and that counsel in the investigation and defense of any such Claim. The obligations in this Section are in addition to any other obligations of Tenant that otherwise exist.

These rules and regulations may be changed by Building Management at any time. Building Management will have full power to interpret, amend and enforce all of these policies, and the Tenant and moving company agree to comply with all reasonable instructions of Building Management.

Failure to comply with any applicable rules or Building Management directives may subject tenant and/or moving company to liability for any damages.