Douglas Emmett

BUILDING ACCESS REQUEST FORM

Form CT-06

Bishop Square

To request access to the building for contractor work, deliveries, and when moving in and moving out, please complete this form, attach the Certificate of Insurance for your vendor, have an authorized person sign it and return to our Office of the Building.

Tenant Name:		
Suite No.:	Tower:	
Email:	Phone:	

Your move should be scheduled outside of normal business hours and must comply with the Building Moving/Delivery Policy, a copy of which can be obtained from the Office of the Building.

CONTRACTOR / VENDOR (For access by a vendor, contractor, delivery personnel, you must attach Certificate of Insurance.)						
Contractor / Vendor Name:					Phone #:	
Contractor / Vendor Contact Person:					Email:	
Contractor / Vendor Address:						
Dates and Times Requested:	From:			To:		
Freight Elevator Needed:	🗌 Yes	🗌 No	From:	To:		
Loading Zone Access Required:	🗌 Yes	🗌 No	From:	To:		
Certificate of Insurance submitted to Office of the Building:	🗌 Yes	🗌 No				
Description of physical work to be performed:						
SUBCONTRACTOR INFORMATION (For subcontractor access, you must attach Certificate of Insurance)						
Sub Contractor Name:					Phone#:	
Sub Contractor Contact Person:					Email:	

Please understand that your building access is not approved until confirmed by the Office of the Building.

Tenant has reviewed and agrees to the Building Access Policy, and understands that it is responsible for any damages to the Building or any other person or property.

Tenant Authorized Person:	Signature:	
	Type/Print name & title:	
Approved By:	Signature:	
	Type/Print name & Title	

If you have any questions, please contact the Office of the Building: Phone: 808-545-7500 Fax: 808-523-6008 Email: <u>bishopsquare@douglasemmett.com</u> 1003 Bishop Street, Suite 440, Honolulu, HI 96813

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BUILDING ACCESS POLICY

Bishop Square

In moving furniture, equipment into or out of Bishop Square, all tenants and Vendors 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 Form to Building Management. Movements of large quantities of furniture, equipment or supplies must be scheduled during freight elevator delivery hours except on weekend or holidays. The Building Access Form must specify any need for the freight elevator and/or the loading dock. After receiving the Form, the Office of the Building will schedule the building access. Please understand that your building 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 building access for movements of large quantities, Tenant must arrange for a walk-through inspection of its suite and the access route by the Vendor, Tenant and Building Management. The Vendor 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 movements of large quantities.

3. Supervision, Labor, Material and Equipment. The Tenant and the 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 basement and the freight elevators.
- All necessary parking and other permits are obtained and complied with.
- Each employee of the vendor is insured and has company identification visible in order to maintain security of the premises.
- 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.
- The Property, streets and sidewalks are kept clean of debris caused by the process, and 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 company comply with all of 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 Form must include a Certificate of Insurance before it can be approved. 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 as required by the laws of Hawaii. Please remember that these amounts do not limit the responsibility of the Vendor or the Tenant, so please consider whether higher limits are appropriate. The Following must be named as additional insured by endorsement on the insurance policy:

Douglas Emmett 2010, LLC Douglas Emmett Management, LLC Douglas Emmett Management, Inc.

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 movements of large quantities, including but not limited to the damage to the garage, loading dock, elevators

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Revised 10/18/12

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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 Vendor each agree to indemnify, defend, protect, and hold harmless parties required above to be covered by insurance, and each of their respective lenders, partners, officers, members, managers, directors, agents and employees (collectively, "Indemnitees"), 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 Vendor, 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 thereform) to any person, whether an employee of Tenant and/or the Vendor 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 Indemnitees, subject to the Tenant's reasonable approval, and the Tenant and Vendor 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 times. Building Management will have full power to interpret, amend and enforce all of these policies, and the Tenant and Vendor 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 the Vendor to liability for any damages.