

**RULES OF THE SITE FOR
MOVING CONTRACTOR
1900 K Street**

1. The following rules and regulations (“Rules of the Site”) governing work at 1900 K Street, N.W., Washington, D.C. 20006, including adjacent supporting areas (the “Site”) by a Contractor, have been established by the Property Manager and are intended as guidelines within which a Contractor must operate. For purposes of the Rules of the Site, **Teachers Insurance and Annuity Association of America, a New York corporation for the benefit of its Real Estate Account** is the “Owner”; **Hines Interests Limited Partnership** (202) 467-1400 Fax: (202) 467-1401 is the “Owner Agent”; _____ is the “Contractor” hired by the tenant; and _____ is the tenant. Contractor shall include Subcontractors, moving and/or delivery companies. “Property Manager” shall mean the designated on-site representative of the Owner Agent.
2. The Contractor shall be responsible for all its actions on the Site as well as those of its subcontractors, suppliers, agents and visitors. No loud, abusive or otherwise offensive language or actions will be allowed. Contractor shall promptly remove from Site any employee deemed inappropriate or abusive by Owner.
3. Prior to the commencement of the Contractor’s Work, the Contractor must procure insurance coverage (as described by Attachment ”A” hereto) in a form, in amounts, and from insurers reasonably acceptable to the Owner. Such insurance must name Owner as Certificate holder (Owner: Teachers Insurance and Annuity Association of New York, a New York corporation for the benefit of its Real Estate Account. c/o Hines Interests Limited Partnership) and name the following as additional insured: Hines Interests Limited Partnership, and Teachers Insurance and Annuity Association of New York, a New York corporation for the benefit of its Real Estate Account. It must include the following types of coverage: Comprehensive Automobile Liability Insurance; Workman’s Compensation and Occupational Diseases Insurance; Excess Liability Insurance.
4. Contractor shall act with reasonable diligence in a manner (including the use of overtime labor) and at a time, or times, to prevent interference with normal tenant occupancy hours of the building, take measurable care to safeguard Site, promptly repair any damage caused by Contractor, or subcontractors, and restore Site to the condition existing before such activity. All work by Contractor which is to be performed must be approved by Property Manager in advance of commencing such work.

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Tenant Occupancy Hours:

Normal Occupancy: Monday through Friday 7:00 a.m. to 8:00 p.m.
Saturday 9:00 a.m. to 4:00 p.m.

Trash Removal (after occupancy): Monday through Friday 8:00 p.m. to 7:00 a.m.

Loading Dock: As scheduled with Property Manager

5. The Contractor must, in the presence of the Tenant and the Owner's representative, review the existing conditions prior to commencing work and is obligated to protect both, the existing area and any adjacent area as directed by the Owner's representative, to include floors, walls, and elevators if so required.
6. Before the Contractor will be allowed to move materials, equipment, personnel or any other items on the Site, or commence its work, the Contractor must procure written permission from the Owner. Such permission will be given when suitable arrangements have been made between the Contractor and Owner and the method of charges related to the coordination of Contractor's Work with Owner has been agreed upon.
7. Clean up and rubbish removal (to include, but not limited to, all packaging and protection devices) by the designated service elevators will be the responsibility of the Contractor at its sole expense. Under no circumstances will rubbish be left at the Site's Loading Dock. If future pick-up of Tenant's transfer boxes are included in the Contractor's agreement with the Tenant, then all said boxes will be flattened and located in a central location prior to pick-up by the Contractor. Hazardous or flammable materials are prohibited from the Site.
8. The Contractor must schedule with the Owner shared use of the freight elevator during normal working hours for transportation of materials and personnel. Contractor must make prior arrangement with Owner for use of freight elevator and Loading Dock at hours other than normal working hours and arrange with Owner to pay reasonable costs which may be associated with this use, to include normal working hours if so deemed by the Owner.
9. All materials unloaded must be moved to the area immediately and shall not impact use of this facility in any way. Storage is not provided at the Loading Dock or on the bridge area of any floor.

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10. Contractor, its subcontractors, suppliers, agents and visitors may only use the designated building freight elevator, and are specifically prohibited from the Lobby, Site interior stairwells and all other areas other than those areas required for Contractor's Work. Restroom access will only be provided through prior arrangement of Owner.

The measurements for the freight elevator is as follows:

Service elevator #1	Door Opening	42 "wide	83 "high	
	Interior Dimensions	76 "wide	98 "high	68 "long
	Capacity	4000 lbs.		

11. Smoking is prohibited throughout the Site.
12. The Contractor must be responsible for the security of its own materials, equipment, and work. Contractor must provide Property Manager with immediate access to any area secured by Contractor.
13. The Contractor must be responsible for all damage to the Site caused by the Contractor, its subcontractors, suppliers, agents and visitors.
14. The Contractor must comply with all governing safety and health regulations that pertain to such work in the District of Columbia and on the Site. Temporary fire protection equipment, in accordance with governing regulations, shall be provided by Contractor at its sole expense.
15. The Contractor must not engage in any labor practice that may impact the Owner's Contractor's Work. Contractor shall comply with all Federal, State, and Local laws pertaining to its work.
16. No parking on Site will be provided to Contractor, its subcontractors, suppliers, agents and visitors.
17. The Contractor shall in no way interfere with or endanger public pedestrian and vehicular traffic adjacent to the Site nor interrupt the flow of traffic in and out of the Site. The Contractor shall provide its own traffic control personnel as required by the District of Columbia at its sole expense.
18. While working at the Site, Contractor must maintain supervisory personnel on site at all time. Such personnel must be fully empowered to coordinate, respond and authorize Contractor's Work as necessary to enable Owner's Contractor's Work to proceed.

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19. Neither cutting nor patching of existing work will be permitted without prior written consent of Owner. Requests for permission to do cutting, drilling or chipping shall include explicit details and description of work and must not, under any circumstances diminish the structural integrity or functional capabilities of building components or systems. All cutting, drilling and chipping is prohibited between the hours of 8:00 am to 7:00 pm Monday through Friday.
20. The Contractor must be responsible for false alarms of the Building Life Safety System generated by the Contractor, its subcontractors, suppliers, agents and visitors. Each event of a false alarm will cause the Contractor to be subject to a penalty fee plus any additional fees charged by the Fire Department in response to these alarms. Any efforts to disable the smoke detectors in the work area must be coordinated with the Owner so as to put all life safety systems into service during non-normal work hours. The Contractor will be subject to a penalty fee for each incident where the life safety systems on the Site are left in a disabled condition, and will be responsible for costs, if any, related to the repair of life safety systems damaged by the Contractor.

AGREED TO AND ACCEPTED

By: _____

Company: _____

Date: _____

Tenant: _____

**RULES OF THE SITE FOR
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Attachment A
Insurance Requirements**

Before proceeding with any of Contractor's Work, Contractor shall furnish to Landlord and Owner's Agent, a certificate in form approved by Landlord (not to be unreasonably withheld) executed in duplicate by Contractor's insurance agent evidencing the insurance required by this Attachment with insurance companies approved by Landlord (not to be unreasonably withheld). Certificates not in approved form or which are incomplete will be returned to Contractor for revision and resubmission. Certificates must clearly indicate the work for which the certificate is submitted. Contractor shall keep said insurance in full force until acceptance of its Work by Tenant. Such insurance shall be modifiable or cancelable only on written notice to Landlord and Owner Agent from the insurance company, mailed to Landlord and Owner Agent, ten (10) days in advance of modification or cancellation. In the event of cancellation notice, Contractor shall obtain similar insurance coverage from other approved insurance companies prior to the effective cancellation of the original insurance coverage. In the absence of such insurance, Contractor shall cease all work and vacate Site, until such time as new Certificates of Insurance, as described above, are received by Landlord and Owner Agent.

Coverage	Minimum Limits of Liability
Commercial General Liability	With limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate including death and broad form property damage and completed operations.
Commercial Auto Liability	Primary automobile liability with limits not less than \$1,000,000 per occurrence covering owned, hired and non-owned vehicles listed and moving under their owned power in work under contract.
Excess Liability (Umbrella)	\$5,000,000
Workers Compensation	As Determined by District of Columbia Statute
Employers' Liability	\$1,000,000 Per Accident.

*Note: The insurance carried by the contractor shall meet the following conditions:

- Best Rating of "A" VII or better
- Include provision of 30 days prior notice of cancellation or non-renewal
- Include provision of 10 days prior notice of non-payment of premium

NAMED AS ADDITIONAL INSURED: "Teachers Insurance and Annuity Association of New York, a New York corporation for the benefit of its Real Estate Account and Hines Interests Limited Partnership are named as additional insured."

THE CERTIFICATE HOLDER IS: Hines Interests Limited Partnership
c/o Janice
1900 K St., N.W.
Suite 120
Washington, DC 20006