



Building Rules and Regulations for Contractors

A. CONTRACTOR STANDARDS AND GOALS

Olive Hill Group is committed to providing the safest and most productive work environment as possible for all occupants. In doing so, we have established procedures to be followed by all Contractors and subcontractors while providing work or services on the property. These procedures are not only for the safety of tenants, their employees and guests, but for Contractor's workers as well. Therefore, policies, procedures and guidelines contained herein must be understood and adhered to by all personnel working under the direction of tenants and contractors.

“Contractor” is any person or company hired to perform work or services that involves alterations, additions, improvements and/or repairs. Trades frequently used by Tenants include painters, carpenters, carpet installers, telephone and computer cabling, remodeling, movers and maintenance. Almost anything that involves workers, materials, tools, or equipment is defined as work or services that requires the performance of a Contractor.

All Contractors and subcontractors, including Tenant hired Contractors, (hereafter referred to as Contractor), must be pre- approved by the Building Management Office prior to performing any work or services on the premises at. This approval is dependent upon many factors including the Contractor being properly licensed, insured, skilled and experienced in the work or services to be undertaken. General Contractors must obtain Building Management Office review and approval of proposed subcontractors prior to the bidding process.

Each Contractor must agree to the terms and conditions contained herein and acknowledge receipt of same, including the Contractor's Hold Harmless and Indemnification Agreement, before becoming an approved contractor. Contractor must sign a copy of these Building Rules and Regulations for Contractors signifying agreement to comply with the conditions contained herein while performing work or services on the premises. Contractor will provide copies of these Building Rules and Regulations for Contractors to all of Contractor's employees, agents, subcontractors and to all other persons who will be present on the property performing work or services on behalf of Contractor. Contractor will at all times provide onsite supervision for all workers and will manage compliance to these Building Rules and Regulations for Contractors.

1. **Landlord Approval of Construction Plans and Specifications.** Where Landlord review or approval is herein stipulated, Contractor will document all pertinent and appropriate details and information so an evaluation can be conducted. Items to consider are a **narrative description of work, exact and detailed scope, schedule and cost of work, location of work, possible effect on others in the surrounding area, detailed description of how work will be performed, names of all subcontractors with their trades, name of Contractor's on site superintendent with emergency telephone numbers, description of tools and equipment to be used, itemization of materials and supplies, number of workers, and all other available information including scale drawings, engineering calculations and drawings, specification catalog cut sheets, and Safety Data Sheets (SDS)**. This documentation must be presented to and approved by the Building Management Office prior to the start of construction. Attendance at pre-construction and construction progress meetings may be attended by representatives of the Building Management Office.



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2. **Appointments.** Advance notification and appointments are required to coordinate the Building Management Office review process. Tenants may arrange appointments by telephoning the Building Management Office. Tenant and Contractor must plan submittal of the request so as to provide a reasonable amount of time for the review and approval process before the start of construction.
3. **Contractor Schedule Request Notices of all Work.** It is the responsibility of the Tenant or Contractor to submit a separate request through the Building Management Office for any work 24 hours in advance prior to any daywork which will be performed. If Engineering Department support is required, 24 hours advance scheduling must be arranged. All weekend activities must be coordinated and approved by 2:00 PM Wednesday preceding the weekend. Holiday work must be approved 2 business days preceding the holiday.
4. **Tenant Approval.** If Tenant desires to delegate authority to Contractor to request and incur chargeable building service expenses on behalf of Tenant, or to request after hours scheduling, a letter stating this authority must be submitted to the Building Management Office. All Building Service Charges will be billed to the Tenant, not the Contractor.

Tenants or Contractors who have not made prior arrangements with the Building Management Office for weekend building access will not be authorized access to the property.

If Engineering or Security Department services are required during Contractor's work, advance notification and scheduling is required. The appropriate costs for these services will be charged back to the Tenant.

Non-compliance with the Building Rules and Regulations for Contractors may result in time delays. Tenant and Contractor must contact the Building Management Office to coordinate all construction plans and schedules. Planning and communication through the Building Management Office is essential.

B. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES AND REGULATIONS

Contractor agrees to comply with all applicable federal, state, county and city statutes, ordinances, codes, regulations and requirements.

C. SAFETY

1. It is the exclusive responsibility of the Contractor to instill in their respective managers, employees, agents, subcontractors and all workers under their control and supervision, a level of consciousness in which preventing injuries or death to others is a paramount concern. Contractor and their respective employees and agents have direct responsibility for any property damage which may arise out of the activities of Contractor and subcontractor and their respective employees and agents while performing work or services on the property. Contractor represents that Contractor has sole responsibility for taking all possible safety measures and precautions including, but not limited to; signs, barriers, cones, coverings, flashing and flood lights, guards, ropes, barricades and fences to guard against and to prevent bodily injury, death or property damage. Contractor shall implement inspection practices on all work sites on the property to determine, in a timely manner, whether any items need repair or replacement or whether any condition existing on the property constitutes a health and/or safety risk. In the



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event Contractor becomes aware of any items requiring repair or replacement or any condition constituting a health and/or safety risk, Contractor shall promptly advise the Building Management Office of the discovery.

2. Contractor must properly display OSHA safety posters and documentation at work site to comply with SB-198.

D. GENERAL ADMINISTRATIVE GUIDELINES

1. **Submittals.** The Tenant and/or Tenants' representative shall, prior to authorizing Contractors to begin work or services on behalf of Tenant, participate with Contractor to present detailed plans and specifications that accurately reflect the scope of work to be undertaken. Two copies of the demolition, architectural, electrical, mechanical, plumbing, sprinkler, fire / life safety and structural plans and specifications are to be submitted to the Building Management Office along with Tenant's request for review and approval. The proposed work shall be conceptually approved by Building Management Office prior to being submitted to the City of Los Angeles, Building and Safety Department. Following submittal, significant changes required by the City must be brought to the Building Management Office for review. An original copy of the City's stamped approved drawings and permit must be kept on the job site at all times. A copy of the approved drawings and the contractual agreement with Contractor shall be submitted to the Building Management Office.
2. **Permits.** Contractor shall provide a copy of a valid building permit for said construction to the Building Management Office PRIOR to beginning work. A signed copy of the Building Department's final inspection must be submitted within 5 days following the substantial completion of work. Contractor shall pay any and all fees and will acquire all licenses, permits and studies necessary to perform the scope of work.
3. **Advertising.** No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the buildings or on the property.
4. **Workers.** Contractor will provide only workers that have been fully trained and experienced in the trades necessary to perform the work or services being undertaken. Contractor's and subcontractor's employees must be persons of integrity and good character and who are expected to follow the highest standards of excellence, performance and conduct while on the property including construction areas, occupied office areas and public areas of the Buildings. Continuous supervision by a qualified project superintendent is required, on site, during all construction work or services including demolition.
5. **Check-In and Out.** Each day, upon arrival at 631 South Olive, Contractor shall check in with the Security prior to starting work. When checking in, Contractor will give the name of the superintendent, the site where work will be performed and the nature of the work. Contractor shall check out at the building management office between the hours of 9 am-5 pm Monday through Friday or with security if after 5 pm when they are finished for the day.



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6. **Contractor Contacts.** Prior to commencement of construction, each General Contractor shall provide the Building Management Office with a complete list of subcontractors including their company names, addresses, their related trade, the name of the primary person to contact in case of emergency, the project superintendent, phone numbers and 24-hour emergency phone numbers, and Certificates of Insurance. Subcontractors not listed or not having completed Certificates of Insurance on file may be denied access to the property.

7. **Prohibitions.** Contractor's and subcontractor's employees are prohibited from:
 - Consuming or being under the influence of alcohol or any other intoxicating or controlled substances or carrying firearms, knives or any other weapons of a restricted nature;
 - Entering occupied office areas without prior authorization by the Building Management Office;
 - Playing loud music in any area of the Buildings or on the property. Radios, etc. are allowed only in totally unoccupied suites and only if not heard in adjacent suites, including above or below;
 - Parking in any area which has not been authorized by the Building Management Office.
 - Using profanity and/or loud and aggressive behavior;
 - Taking breaks/lunches in corridors, stairwells, lobbies or public areas. Lunches and breaks may be taken at the job site if it is unoccupied. All debris must be disposed of at the end of each break by contractors and or subcontractors employees.
 - Vandalizing of property. Contractor will be back charged for any property damage incurred;
 - Bringing equipment, tools, materials, or any items displaying graffiti onto the property. Removal of graffiti is the Contractor's responsibility;
 - Smoking on the property except in designated areas outside of buildings and outside of the parking structure;
 - Using the passenger elevators not designated for construction use
 - Entering offices occupied by other tenants without the presence of a Building Representative; and
 - Loitering in areas other than the immediate area in which they are assigned for work.

Workers not complying with these instructions may be escorted from the Building and are subject to being individually restricted from working on the property.

8. **Supervision.** Contractors are responsible for the supervision of their employees in all areas at all times. Contracted employees are prohibited from working in any area without appropriate supervision. General Contractors hiring subcontractors are responsible for the supervision of those subcontractors' employees.

9. **Disturbance.** Contractor shall not employ workers, material or equipment which may cause strikes, work stoppages or any disturbances by workers employed by Contractor or other contractors / subcontractors on or in connection with the work or location hereof.

10. **Notice of Non-Responsibility.** All Tenants and Contractors will assist the Building Management Office in posting and maintaining a properly registered Notice of Non-Responsibility when appropriate.

11. **Work Areas.** Contractor shall confine all activities to the immediate areas within the suite or area in which work is being performed, except for a direct line of travel as required for access to and from



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the service elevators. Except when hauling or delivering construction material, suite entrance doors are to remain closed and locked at all times. Window blinds are to be raised and bagged for protection and cleanliness.

12. **Adjacent Tenant Space.** If access is required to adjacent Tenant space, 48 hours advance notice to the Building Management Office is required. Access times and dates will be at the discretion of the adjacent Tenant. Contractor will be accompanied by a Maintenance or Security at Tenant/Contractor Cost at all times while working in adjacent Tenant space. Extreme care must be taken by Contractor to protect and clean the property of the Tenant where space has been accessed.
13. **Passenger Elevators.** At no time will Contractor's workers, supplies, material or equipment be transported via the unprotected passenger elevators
14. **Loading.** Delivery of materials and/ or pick up of any equipment from and to premises. Material delivery and/ or pickups hours are before 7:00 AM and after 6:00 PM, Monday through Friday and 9:00 AM to 1:00 PM on Saturdays. The delivery, loading, unloading and handling or pick up of all equipment, supplies, merchandise, fixtures and other materials or goods to and from the premises shall be done only at such times as stated above and only from the loading docks. All major deliveries and after-hours deliveries will be done only at such times as designated and prearranged through the Building Management Office.
15. **Door Locks.** All door locksets must be keyed to the Building's Master Key System. Prior to purchasing locksets, Contractor should verify with the Locksmith to assure that hardware is compatible with the Building's Master Key System. Please also, refer to building standards finishes spec sheet. A floor plan detailing the Tenant's keying needs and the cylinders to be keyed should be submitted to the Building Management Office, Engineering Department, as early as possible, but not later than four (4) weeks in advance of the date complete keying is required. The Locksmith's time for performing these services is chargeable to the Tenant.
16. **Fire Doors.** Stairwell doors, elevator lobby doors, corridors or any fire rated doors and roof hatches are not to be propped open or blocked, nor shall tape or any other material be placed in the hardware to allow access. Contractor will not tamper with locking mechanisms, hinges or alarm devices. Turning the striker plate around to restrict the latch is prohibited.
17. **Fire Exits.** Contractor shall keep established ingress and egress passages clear of obstacles and unblocked at all times. Storage in stairwells, equipment rooms and corridors are prohibited.
18. **Demolition.** If scope of work involves demolition of existing improvements, all unused elements in the space must be removed daily. This includes removal of all unused telephone and data lines above the ceiling, wall kickers, HVAC equipment, plumbing, light fixtures, electrical equipment and other similar items.
19. **Fire/Life Safety System.** In the event the Contractor's work will involve changes to, interruption of or interference with the property's existing Fire/Life Safety System, the work must be coordinated with and approved in writing, in advance, by the Building Management Office. Final terminations and hook ups for the Fire/Life Safety System shall be performed only by the



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Building's designated Fire/Life Safety Contractor. Cost for this service will be billed to the Tenant.

Contractors that disable or impair the Fire/Life Safety System without proper coordination will be charged for the investigation and restoration of the System to its original operating condition. Prior to new installation, addition or modification of any Fire/Life Safety equipment, the Building Management Office shall be notified of all details, including equipment specifications and manufacturers, and written approval must be obtained.

20. **False Alarms.** Contractor shall notify Building Management Office and if Building system should be placed on test. Confirmation of date, time, length, and scope of work will be required as part of notification to Building Management Office if work or services could cause false activation of the Fire Alarm System. If so, the Contractor must first confirm that the system has been put on "Test" to avoid dispatching the Fire Department in the event of a false alarm. Contractor must immediately notify Building Management Office when work or services are no longer at risk of activating the system so normal operation can be restored. Tenant will be back charged for all costs involved, including penalties, for false alarms caused by Contractor.
21. **Fire Alarm Offline.** Contractor shall at all times have personnel present in the immediate construction areas when the Fire Alarm System is not activated. A posted "Fire Watch" Security Officer on each floor maybe, in which TT will be charged for all costs involved required. Failure to comply with this requirement is considered a material breach of safety regulations and may lead to disapproval of Contractor.
22. **Fire Sprinkler System.** Prior to any work on the fire sprinkler system, a twenty-four hour advance written request showing all affected areas, all details, plans and specifications Building Management Office will make arrangements to Building Management Office is required. Only the Engineering Department will perform sprinkler system drain downs and will do all system refills. The appropriate assessed charges will be billed to the Tenant.
23. **Smoke Detectors.** Prior to any type of welding, woodcutting, painting, varnishing or similar dust, smoke or vapor producing activity, all smoke detectors in the entire area that possibly could be activated must be protected. The Building Management Office and Security, shall be notified immediately preceding installation of the protection devices. Fire Alarm override may be activated by Security where conditions warrant. Conditions for the presence of personnel at all times while smoke detectors are protected, as stated in "Fire Alarm Offline" above, apply. At the end of each working day, all smoke detectors will be armed and protective covers removed. Failure to strictly comply with this requirement will result in the imposition of a back-charge to Tenant and may lead to disapproval of Contractor.
24. **Hot Work Permit.** Any welding, cutting with a torch, soldering or other use of any open flame shall require 24 hours advance written notice to the Building Management Office. Notice to include all details, plans and specifications that will allow evaluation of the process. Prior written approval of the planned work must be secured. Issuance of a Hot Work Permit and the posting of a fire watch Security Officer during all such operations is mandatory and must be provided at Tenant's expense. Contractor must provide an appropriate number, type and size of portable fire extinguishers in the immediate area when performing open flame work.



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25. **Electric Welding.** Electric welding requires use of a separate isolated ground. This requirement is necessary to protect sensitive computer and communications equipment at.
26. **Paint Odors and Fumes.** There shall be no painting, varnishing, staining or water base painting during standard business hours without specific written approval from the Building Management Office. Note: Some water base paints need adequate ventilation. Contractor shall be responsible for assuring adequate ventilating equipment is in use and that all proper operating procedures are in place to assure Tenants are not adversely affected by odors or fumes
27. **Paint Storage.** All paints, lacquers, varnishes or flammable substances shall not be stored overnight on the premises unless in containers or cabinets approved by the Fire Department in accordance with Proposition 65. Any overnight storage requires specific prior written approval by the Building Management office.
28. **Spraying.** Spraying of paint or combustible materials on the property requires prior written approval by the Building Management office.
29. **Core Drilling Concrete.** Prior to core drilling, sawing, cutting or penetrating beyond one half (1/2) inch of the surface of any concrete, specific approval from the Building Management office is required. X- rays or SONAR of the area affected may be required to ensure absence of electrical wiring, plumbing or structural elements and obstructions. The Building's designated Structural Engineer may be needed to certify work prior to penetrating. If required, the X-ray procedure must be performed between the hours of 2:00 AM and 5:00 AM. Security Officers must be posted in sufficient areas to protect persons from accidentally walking into the dangerous area of the X-ray beams.
30. **Fire Stops.** All vertical and horizontal penetrations through firewalls or concrete will be immediately fire proofed with materials approved by the Building and Safety Department and verified to prevent the spread of fire.
31. **Wiring in Plenums, Stairwells and Parking Structure.** All wiring through return air plenums must be plenum rated. Wiring in stairwells or in the garage must be run through ridged conduit. All exposed conduit must be painted to match walls. Ceiling tile may not be left open to provide for low voltage cable runs into the ceiling. Conduit must be used for cabling to a point above the ceiling line. When work involves opening ceiling tile areas, Contractor must notify the Building Management office 24 hours prior to closing the ceiling to allow inspection of electrical and mechanical work.
32. **Storage.** Storage of equipment supplies or materials in any space other than within the confines of the work area or suite will not be permitted without the prior written authorization from the Building Management Office. Stairwells, utility rooms, mechanical rooms, restrooms, or corridors may not be used for Contractor storage space.
33. **Disruptive Noise.** There shall be no core drilling, roto-hammering, jack hammering, carpet tacking, ram-set use or any other similar work that may create disruptive noise beginning one



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hour before and ending one hour after Building Standard Business Hours without prior written authorization by the Building Management Office.

34. **Building Standard Business Hours.**

Monday through Friday	8:00 AM to 6:00 PM
Saturday	9:00 AM to 1:00 PM
Holidays	Closed

35. **Disturbance.** There shall be no construction work which generates noise, obstruction, pollution, odors, fumes, painting, varnishing, staining or any other disturbance to the quiet enjoyment of the office space by tenants during building standard business hours as stated above including Saturdays, without prior written approval from the Building Management Office.

36. **Clean-up.** Restroom basins shall not be used for filling buckets, making paste, washing brushes, or any other clean-up or disposal activities. Care must be taken to not clog sewer drains. Storm drains on the property are not to be used for disposal of anything, especially waste materials. If such facilities are required, arrangements should be made with the Building Management Office in advance.

37. **Damage.** The Contractor shall provide protection to all common area lobbies and corridor walls, carpet, equipment and all other building features. Masonite panels, with a minimum thickness of 1/4 inch shall be taped and anchored to provide protection. Care must be exercised to avoid tripping hazard. Contractor shall be responsible for any damages occurring as a result of their activities.

38. **Inspections.** At the beginning of a project, Contractor is responsible for meeting with Property Manager to tour area and record any existing damage. At the conclusion of the project, Contractor will be responsible for correcting any damage not recorded at the beginning.

39. **Parking.** Contractor will be required to pay the normal posted parking rates for all vehicles parked on the property. Contractor is prohibited from using the parking structure for any type of construction workshop or assembly of materials or equipment. All long-term parking to be assigned by the Building Management Office, if required.

40. **Building System Operation.** All building systems must remain in operation at all times unless prior written approval is coordinated with and secured from the Building Management Office.

41. **After Hours Air Conditioning.** If HVAC is required after Building Standard Business Hours, the Building Management Office must be notified by written request 24 hours prior to the required time. Tenant will be charged accordingly.

42. **Air and Water Balance.** Air and water balance reports are to be taken and turned into the Building Management Office, upon completion of any work involving changes to the core building systems. Air Balancing is to include operational checks and evaluation of all HVAC equipment in both the Tenant's area and adjacent tenant areas impacted by Contractor's work. All listed repairs must be performed by Contractor. The Air Balance Contractor will be designated by the Building Management Office.

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43. **Cleanliness of Area**. All Contractors, including electricians, telephone personnel, and other support subcontractors shall be solely responsible for removing all leftover materials, debris, tools and equipment, upon completion of their respective work or services after each day. This includes dusting of all window sills, light diffusers, cleaning of cabinets and sinks and all similar building fixtures. Contractor must pick up and discard all trash generated by the performance of their services, in approved locations, leaving the construction areas, telephone and electrical rooms as clean as they were found, daily. If this rule is not complied with, clean-up shall be made by the Building Services Staff and a chargeback to the Tenant will be made.
44. **Electrical Panels**. Electrical panels, trim, doors and covers shall be reinstalled or covered with approved OSHA covers at the end of each workday. Circuit breaker schedules must be updated daily as changes are made. Electrical and telephone room corridor doors must remain closed and locked at all times unless Contractor personnel are present.
45. **Disposal**. All rubbish and trash will be removed from the construction site at the end of each working day and disposed of in a safe manner only in locations approved by the Building Management Office. Under no circumstances will Contractor be allowed to use the Building's trash compactors for construction debris. Construction debris must be removed from the property by the Contractor.
46. **Certificates of Occupancy**. Certificates of Occupancy, when required, shall be provided to the Building Management Office upon completion of the work and prior to move-in.
47. **Final Job Walk**. At the substantial completion of construction, and following completion of punch-list items, Contractor must notify Building Management Office so a final job walk can be conducted to verify that all work and services meets the provisions of the Building Rules and Regulations for Contractors.
48. **Lien Releases**. Conditional Lien Releases will be provided to the Building Management Office by Contractor as they are issued. Upon completion of work, Contractor shall provide to the Tenant and Building Management Office all of Contractor's and subcontractor's Unconditional Lien Releases upon final payment.
49. **"As-Built" Record Drawings**. Within 30 days after substantial completion of the work Contractor shall deliver to the Building Management Office "Record Drawings" and specifications, signed inspection certificates of those agencies having jurisdiction, as well as copies of approved and completed inspection forms from the Building and Safety Department. Contractor shall also submit all warranty information, operations and maintenance manuals, a list of subcontractors and material suppliers, and contact names and phone numbers of those responsible for the warranties. Use of the TI Construction Close Out Documents form for a guide.
50. **Roof Access**. Access to the roof of all buildings at is restricted to ONLY those individual workers who have been personally briefed about necessary protections to the roof membrane and flashings. Each worker allowed onto the roof must be accompanied by a Building Representative at all time while on the roof. Contractor must instruct any individual worker who needs access to the roof to first contact the Building Management Office to arrange for this required supervision.



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51. **Satellite Dishes.** Satellite dishes may not be deactivated, moved or blocked without specific prior written approval by the Building Management Office.
52. **Roof Penetrations.** If scope of work requires roof membrane penetration, special building specification documents and work requirements will be furnished and must be followed. Contractor must include these requirements in the scope of work. Only the Building Management's designated roofing contractor is allowed to penetrate roof.
53. **Evacuation Signage.** Any floor plan modifications that require changes to base building evacuation routes, will also require changes to signage in the building. Signage to reflect the changes will be provided by the Building Management Office, at Tenant's expense or by Tenant's Contractor. Contractor is responsible for evaluating changes being planned, comparing them to the existing signage and notifying the Building Management Office if changes to signage is necessary.
54. **Building Improvement Code Compliance.** All building system improvements that may be required by Federal, State, County or City, statute, code or other regulation, as a result of work or services being performed by Contractor, whether in or adjacent to the work area or Tenant space, must be included as part of the Tenant's and Contractor's scope of work for each project.

E. ELECTRICAL, MECHANICAL, STRUCTURAL AND FIRE/ LIFESAFETY ENGINEERING

1. When scope of work involves critical building systems, exact specifications for design, equipment, methods, and materials must be followed. Design and certification of plans and specifications must be performed by Licensed Engineers approved by the Building Management Office. Review and approval of the designs will be performed by specific Certified Engineers designated by the Building Management Office.
2. Electrical sub-metering is used throughout for control and billing of electrical usage. Any changes, alterations, additions or modification to existing electrical panels, wiring runs or circuitry must first be reviewed and approved by the Building Management Office. Installation of sub-metering unit and to tenants which will be charged accordingly. BTU metering is used for any supplemental chilled water air conditioning systems
3. Documents containing building specifications are required for design and construction. Contractors must read and familiarize themselves with these specifications and they must become a part of the Construction Documents.

F. HAZARDOUS MATERIALS

1. For all work performed by contractor at 631 South Olive, Contractor shall comply with all applicable federal, state and local laws, ordinances and regulations and lawful orders of public authorities (collectively "**Hazardous Materials Laws**").

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2. At its own expense, Contractor will procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for all work performed by Contractor at , including, without limitation, discharge of appropriately treated materials or wastes into or through any sanitary sewer servicing the property.
3. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Contractor will cause any and all Hazardous Materials removed by it from the property to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal or recycling of such materials and wastes once work is complete and a copy of the "Hazmat" Disposal/Recycling Manifest to the Building Management Office.
4. Contractor will in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the property in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials including, but not limited to the proper presentation and display of Safety Data Sheets ("SDS"). Upon completion of work, Contractor will cause all Hazardous Materials placed, on, under or about the property by Contractor or at Contractor's direction to be removed and transported for use, storage, recycling or disposal in accordance and compliance with all applicable Hazardous Materials Laws.

G. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

1. To the fullest extent permitted by law, Contractor shall indemnify, defend, protect, and hold harmless Olive Hill Group, LLC, 631 South Olive, LLC, and their respective affiliates, shareholders, members (including members of members), partners (including partners of partners), subsidiaries, and related entities, and each of their respective successors and assigns (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, costs and expenses (including, without limitation, attorneys' fees) arising out of any personal injuries, including, but not limited to, emotional or bodily injuries or death, property damage, or claims for payment (collectively "Claims") arising out of or resulting from any willful or negligent act or omission of Contractor, its partners, members, agents, officers, employees, subcontractors and anyone for whose acts or omissions Contractor may be liable, in connection with the performance or conduct of any work or services provided at . Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Contractor is carrying and maintaining; however, if Contractor fails to take such action as is necessary to make a claim under any such insurance policy, Contractor shall indemnify and save harmless from any and all costs, charges, expenses and liabilities incurred by in making any claim on behalf of Contractor under any insurance policy or policies required pursuant to the Building Rules and Regulations for Contractors. Contractor's duty to defend any Indemnitee shall extend to any Claims as to which such Indemnitee is alleged to be jointly responsible with Contractor, either through its negligence or intentional acts or otherwise. If, upon final resolution of the



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Claim by judgment or by settlement acceptable to Contractor and the Indemnitee, it is determined that the Indemnitee was responsible for such Claim, in whole or in part, as a result of Indemnitee's negligent or intentional acts, Contractor shall be entitled to reimbursement from such Indemnitee for a portion of the costs of defense paid by Contractor and/or its insurer on behalf of the Indemnitee as a result of such Claim, in proportion to such Indemnitee's responsibility for such Claim.

2. The obligations described in paragraph (1.) above shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified pursuant to this Section. The obligations described in this Section shall survive the completion of the work or services for a period of one year.
3. In any and all Claims against one or more Indemnitees by any employee of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
4. Contractor hereby assumes the risk of any and all injury and damage to the personnel and property of Contractor in or about the property. Except for injury or damage caused by the gross negligence or willful misconduct of , is hereby agreed not to be liable for injury or damage which may be sustained by the person, goods or property of Contractor or its employees in or about the property, whether said damage or injury results from conditions arising within the property or from other sources.

H. INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor is and shall perform its work and services at as an independent contractor and shall not act as nor be deemed to be an agent, employee, partner, joint venture or legal representative of 520 Broadway. Contractor has no authority to assume or create any commitment or obligation on behalf of or bind in any respect whatsoever. Contractor shall not be entitled to any of the benefits to which employees of may be entitled, such as group life, health and similar medical plans, savings plans, incentive compensation plans, vacations, sick pay or similar benefits. Contractor assumes all risks, hazards and liability encountered in the performance of work or services and shall obtain such liability or other forms of insurance as are required hereunder and such additional insurance as Contractor deems appropriate in connection with its furnishing of work or services.

