

RULES FOR CONTRACTED SERVICE PERSONNEL

The following outlines the regulations and requirements that will be required of Contracted Service personnel working at or in Nashville City Center. No deviation or exception will be permitted without the express written approval of Manager. Questions or comments should be directed to Nashville City Center, Attention: Property Manager.

1. Subcontractor will perform all services in a workmanlike manner, and provide all materials required and necessary to perform services in the Scope of Work.
2. Subcontractor shall confine his/her use of the premises to the designated area so as to not interrupt Nashville City Center tenants. Any access to occupied areas must be coordinated with the Property Manager, and the work in these areas shall take place after normal business hours.
3. All construction materials, tools, and trash are to be transferred to and from the serviced area via the freight elevator. At no time shall the passenger elevators be used to move personnel, materials, equipment, tools, or trash. The use of the freight elevator shall be scheduled by the Subcontractor with the Property Manager. Tenant deliveries will be given special preference over construction deliveries. No deliveries will be accepted at any time by building personnel. Freight elevator may only be reserved for exclusive use late night weekdays and on weekends.
4. The Subcontractor may reserve the freight elevator by contacting the Property Management Office. ALL LARGE QUANTITY DELIVERIES WILL BE MADE ONLY BETWEEN THE HOURS OF 10:00 PM AND 6:00 AM.
5. The Subcontractor shall carefully protect all walls, carpet, floors, furniture, and fixtures to the satisfaction of the Property Manager. Subcontractor shall repair or replace damaged property without cost to Manager.
6. Sources of water and electricity will be furnished to the Subcontractor without cost to him/her for use of lighting, power tools, drinking water, for testing and other such usage's during service work.
7. Sanitary facilities will be furnished through Manager. Subcontractor shall use only those facilities designated by the Property Manager.
8. Subcontractor shall notify the Property Management Office prior to commencement of extremely dusty work, so additional filtering capacity of the affected HVAC equipment can be arranged. Failure to make such notification shall result in the Subcontractor absorbing the costs to return the equipment to proper condition. Subcontractor must also encompass protection for smoke sensing devices in order to prevent contamination of heads and fire system false alarms. All false alarms that occur because of Subcontractor's actions must be paid for by Subcontractor. Whatever method used must be coordinated with the Property Management Office.
9. No storage of flammable substances will be allowed in the building unless approved by the Property Management Office, and in accordance with approved building codes and regulations. All said materials must have a Material Safety Data Sheet submitted to the Property Management Office.
10. All service work, subcontractors, and materials must be approved through the Property Management Office prior to the commencement of service work.
11. Any and all existing materials removed and not reused in the service work, except as directed by the Property Management Office, shall be disposed of by the Subcontractor as wasted or unwanted material according to all applicable laws.

Manager's Initials_____

Subcontractor's Initials_____

12. Subcontractor shall at all times keep the site free from accumulations of waste material, debris or rubbish caused by its employees or work. At the completion of the work, Subcontractor shall remove from the site all tools, scaffolding, surplus materials, and debris, and leave the site and work area "broom clean."
13. All trash shall be removed from the building by an exit and in containers approved by the Property Manager. All trash will be subject to inspection by the Property Manager at any time. Subcontractor is not allowed to use the building trash receptacle. Trash must be properly stored in Subcontractor's own outside container or hauled off daily. All trash will be disposed of according to all applicable laws.
14. There are certain operations that must be performed outside of normal hours to prevent the interruption of normal business operations. There are:
 - a. Drilling or cutting of concrete floor slab or any concrete structural member;
 - b. Any work where machine noise or vibration may disrupt normal office procedures;
 - c. Any staining/varnishing of door or millwork that will create nauseous odors.
15. No abusive language and no smoking or drinking except in designated areas. Radios will not be allowed at any time. Offenses that will result in an immediate request for discharge include, but are not limited to the following:
 - a. Drinking alcoholic beverages on the job, or coming to work in an intoxicated condition;
 - b. Possession or consuming illegal drugs or any other illegal substances while at the property;
 - c. Using or removing Property Manager's, tenant's, or other Subcontractor's possessions from the property without prior approval;
 - d. Violating any state or federal statutes while working at the property
 - e. Possessing firearms or explosives while working at the property;
 - f. Using property facilities for jobs other than specific work assignments
 - g. Accepting commissions, fees or kickbacks from any vendors, tenants, or contractors involved in providing a service or product to the property
 - h. Physically abusing or harming any individual who works or visits the property;
 - i. Duplicating any keys used in the building;
 - j. Providing building access at any time to anyone not authorized by the Property Manager
 - k. No children, minors, and/or pets are allowed on the property;
 - l. Subcontractor shall treat all tenants with respect and courtesy. Harassment in any form will not be tolerated.
16. All electrical work will be performed to meet the current National Electrical Code. All electrical work will require an as-built drawing to be submitted to the Property Manager upon completion of work. All electrical panels shall be clearly identified by tenant suite, room number, and use.
17. Any work or repair that necessitates access to the top of an elevator cab, utilization of the cab to perform special services, or special security device installation on any elevator servicing a floor must be scheduled through the Property Management Office. Sufficient time should be allowed to arrange with the elevator service contractor to provide personnel to perform the requested service. Under no

circumstances should an individual contractor or tenant permit its personnel to utilize the elevator facilities for any purpose other than the normal transportation of materials or personnel. Subcontractor will be responsible for any extra costs incurred in these arrangements.

18. At no time is any welding or cutting torch to be used in the building without prior approval of the Property Manager. Subcontractor must notify the Property Management Office and Chief Engineer at least 24 hours prior to performing such work. Because of its combustible nature, this type of work must be done outside the building. Anyone found utilizing combustible compounds in the building without approval of the Property Management Office will be requested to cease their work and leave the property.
19. Any work that will involve the draining of a sprinkler line or otherwise affect the building's sprinkler system must be approved by the Property Management Office. In all instances where this is done, the system will not be left inoperable overnight. Daily check-in and check-out with the Management Office is required by all sprinkler contractors working on the property.
20. No Subcontractor shall work on or alter in any way the Life Safety System without first notifying the Property Management Office or Chief Engineer.
21. Smoke detectors shall be bagged and unbagged daily in the construction area, and the Property Management Office or Chief Engineer must be informed each time.
22. There will be absolutely no use of tenant property including but not limited to, telephones, dollies, vending machines, copiers, etc. unless specifically approved in writing by the tenant in advance of their use.
23. Subcontractor shall provide insurance per the coverage and limit standards provided for by Owner or Manager on an annual basis. Subcontractor will provide the Property Management Office with a copy of its license, certificate of insurance, and a letter of competency. All of its subcontractors must provide the same information to the Property Management Office.
24. Subcontractor will be held responsible for maintaining the integrity of the building's Life Safety System in areas under its work and within its control. No doors will be propped open or held open to the degree that such work will cause an alarm to be activated or jeopardize security or life safety. Subcontractor shall be responsible for charges resulting from such alarms and/or security violations.
25. Subcontractor shall be held responsible for all areas damaged by its subcontractors.
26. Subcontractor and its subcontractors are not allowed to park in the loading dock except to make deliveries. Vehicles left in the dock for more than 15 minutes will be towed at Subcontractor's expense.
27. All workers shall enter and exit the building through the main lobby entrance. Workers shall park in the spaces designated by the Property Manager.
28. It is the Subcontractor's responsibility to insure that these rules are adhered to by all its employees and subcontractors.

EXAMPLES FOR VENDOR AND SERVICE CONTRACTOR INSURANCE ADDENDUM

Any Vendor/Service Contractor doing work/providing a service on premises are required to provide certificates of insurance showing proof of the following MINIMUM insurances. The following is agreed by all parties to be an addendum to any contract/purchase order or proposal which has been exchanged between such parties.

Re: Certificate of Insurance

Please provide us with a Certificate of Insurance with the specifications listed below:

Commercial General Liability Insurance: <i>(including host liquor if alcohol is served*)</i>	\$1,000,000 per occurrence / \$2,000,000 aggregate
Commercial Auto Liability Insurance:	\$1,000,000 combined single limit
Employer's Liability Insurance:	\$1,000,000 per injury / per employee / per policy
Workers Compensation Insurance:	Must comply with all statutory regulations in the state where the work is being done.
Excess / Umbrella Liability Insurance:	Varies by Trade
Professional Liability Insurance:	If applicable – See below
Pollution Liability Insurance:	If applicable – See below
Third Party Employee Dishonesty Bond/ Crime Policy with Endorsement for Clients Property (Crime)	If applicable – See below
*Dram Shop/Liquor Liability Insurance:	\$1,000,000 if “<i>in the business</i>” of distributing, manufacturing, selling, serving or furnishing alcoholic beverages.

Drone Usage requires separate liability insurance for all vendors.

Below please find the correct list of owner entities to be listed as additional insureds for on-going and completed operations, on a primary and non-contributory basis and applicable coverage shall include a waiver of subrogation in favor of these parties.

- 1. Location Specific Ownership Entity**
- 2. Property Management Entity**
- 3. Landlord Mortgagee**

List Certificate Holder as follows:

**Ownership Entity
c/o Property Management Entity
Applicable PM Address**

HAZARD LEVELS - For Vendors Hired Directly by Owner/Property Manager - Vary by Trade

Low Hazard –

- Umbrella (follow-form GL, EL, AL) \$1,000,000 per occurrence / aggregate
- Professional \$1,000,000 per claim
- Pollution \$1,000,000 occurrence / aggregate

Medium Hazard –

- Umbrella (follow-form GL, EL, AL) \$3,000,000 occurrence/aggregate
- Professional \$2,000,000 per claim
- Pollution \$2,000,000 occurrence / aggregate
- Crime \$500,000 per claim

High Hazard –

- Umbrella (follow-form GL, EL, AL) \$5,000,000 occurrence/aggregate
- Professional \$5,000,000 per claim
- Pollution \$5,000,000 occurrence / aggregate
- Crime \$1,000,000 per claim

Very High Hazard –

- PM please contact outside Risk Manager for coverage requirements

Note: If vendor is proving multiple services go with highest requirement

2018 - Service Vendors/Contractors	Insurance Hazard	Pollution Required	Crime Required	Professional Required
Alarm Installation/Monitoring	High	No	No	Yes
Architects/Engineer (1)	Medium	No	No	Yes
Asphalt/Paving	Medium	No	No	No
Awnings & Canopy Installation	Medium	No	No	No
Auto Detailing on site/Valet (2)	Medium	No	Yes	No
Building System Installation (3)	High	Yes	Yes	Yes
Building System Maintenance (3)	Medium	No	Yes	No
Building Engineer	Medium	No	Yes	No
Carpentry (Rough) (4)/ Carpentry (Framing)	Low/ High	No	No	No
Caterers *Must have Liquor Liability if Serving Alcohol*	Low	No	Yes	No
Computer/Communication Designers, Repair, Install	Low	No	No	Yes
Concrete	High	No	No	No
Crime Scene Clean Up Services	High	Yes	No	No
Demolition (Non-Structural)/ Demolition (Structural)	Medium/ Very High	No	No	No
Drywall	Low	No	No	No
Emergency Generator (5)	Medium	No	No	No
2018- Service Vendors/Contractors	Insurance Hazard	Pollution Required	Crime Required	Professional Required

Entertainers, Musicians, Promoters and Disc Jockeys/ Use of Pyrotechnics	Medium/ Very High	No	No	No
Excavation/Trenching	Very High	Yes	No	No
Fall Protection Design/Installation	High	No	No	Yes
Fitness Instructor	Low	No	No	Yes
Fuel-Oil, Gas & Propane Delivery	Medium	Yes	No	No
Garage Maintenance and Management (2)	Medium	No	Yes	No
General Contractors (1)	High	Yes	No	Yes
Gutters and Downspouts	Medium	No	No	No
Gym Equipment Service	Low	No	No	No
Insulation	Medium	No	No	No
Hazardous Material Abatement	High	Yes	No	No
Interior Designers/Decorators	Low	No	No	No
Janitorial	High	Yes	Yes	No
Landscaping	Low	Yes	No	No
Locks & Locksmiths	Low	No	Yes	No
Masonry	Medium	No	No	No
Movers (no crane)/ Movers (crane operation)	Medium/ High	No	No	No
Office Equipment Service & Leasing	Low	No	No	No
Painting (interior)/ Painting (exterior)	Low/ Medium	No	No	No
Pest Control	Medium	Yes	No	No
Rigging and Erecting	Very High	No	No	No
Roof Repairs/ Roof Replacement	Medium/ High	Yes	No	No
Security (Armed)/ Security (Unarmed)	Very High/ High	No	Yes if access to internal space	No
Signage Installation & Repairs	Low	No	No	No
Snow Removal	High	No	No	No
Stone and Metal Maintenance	Low	No	No	No
Trash Disposal & Recycling	Medium	Yes	No	No
Waterproofing Contractors	Medium	Yes	No	No
Water Treatment (Pond/HVAC)	Low	Yes	No	No
Window & Glass Repair	Medium	No	No	No
Window Treatments (Drapery & Curtain Cleaning/Installation)	Low	No	No	No
2018 - Service Vendors/Contractors	Insurance Hazard	Pollution Required	Crime Required	Professional Required

Window Washing (<4 Stories)	High (exterior) Low (inside)	No	No	No
Window Washing (4 Stories and >) (6)	Very High	No	No	No

- (1) *Structural/Ground up construction mandate an AIA contract and are subject to separate insurance provisions.*
- (2) *Must have Garage Keepers Liability*
- (3) *Including, but not limited to, boilers, compressors, electrical, elevators, HVAC, mechanical, plumbing, sprinklers, underground utilities and water heaters.*
- (4) *Including, but not limited to, flooring, furniture and cabinets.*
- (5) *For permanent installation please refer to Building System Installation.*
- (6) *Window washing contractors performing exterior work 4 stories or greater must also provide (confirm) the following prior to any work beginning:*
- ✓ *Fall protection plan (must include Rescue Plan provision)*
 - ✓ *If suspended scaffolds will be used, each of the window washers would need to have taken a 16 hour Suspended Scaffold training class approved by DOB and foreman would need to have a 32-hour Scaffold Erector's training class.*
 - ✓ *If scaffolds will be suspended along the glass walls, the area under the scaffold should include caution tape, traffic cones or other devices.*

Builder's Risk:

Applicable Property in the Course of Construction (Builder's Risk) insurance may need to be in place if alterations by Owner and structural changes. Coverage must be in an amount not less than the full replacement cost value of such improvements.

Waiver:

Vendor/Service Contractors are responsible for insuring (or self-insuring) their own materials, supplies, electronics, equipment and other property used on premises that will not become a permanent part of the property and waive any claim and right of recovery against the Owner and other additional insureds for any damages or losses to such equipment including resulting loss of income.

Indemnification:

To the fullest extent permitted by law, the Vendor/Service Contractor shall defend, indemnify and hold harmless the Owner, Owner's property manager, Owner's lender and its consultants and their respective subsidiaries, members, parents and affiliates and their officers and employees from and against damages, losses and judgments arising from claims by third parties, including attorneys' fees and expenses recoverable under applicable law, arising out of the performance by the Vendor/Service Contractor of its duties.

In claims against any person or entity indemnified under this Indemnification provision by an employee of the Vendor/Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Indemnification provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor/Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Signature of Vendor/Service Contractor

Date