

FOUNDERS SQUARE

Moving Rules

The following rules are strict and specific and are designed to protect you and the building, and to better facilitate the very busy traffic experienced in our dock area. We suggest you appoint someone from your office as watchdog to make sure that the Movers are careful with your furniture and our building and to make sure things are being done safely and properly.

1. **ALL MOVES MUST BE REQUESTED IN WRITING AND SHALL BE SCHEDULED AT LEAST 72 HOURS IN ADVANCE AND APPROVED BY FOUNDERS SQUARE MANAGEMENT BY MOVE AUTHORIZATION FORM, NO EXCEPTIONS. IMPROPERLY ATTEMPTED MOVES, OR MOVES ATTEMPTED WITHOUT A MOVE AUTHORIZATION FORM WILL BE PROMPTLY SHUT DOWN.**
2. Movers, moving companies, and delivery companies utilized by any Tenant to be a subcontractor of you, the Tenant. We will have no verbal and/or contractual relationship with your Movers and they shall be allowed upon Building property and common areas at our discretion. It is your responsibility as Tenant to assure that your Mover complies with the following rules. If persons or property (either yours or ours) is injured or damaged during a move, you will be solely responsible financially.
3. If items exceeding the things a person would normally carry in and out of a building in the course of their daily routine (i.e. purse, briefcase, one or two small boxes, a plant, etc.) are brought through any common area of the Building, dock, or garage, then this transport shall be deemed a "Move" for purposes herein and these rules will apply. Items moved within your internal Premises or space that aren't brought onto a building common area do not fall within this definition unless they involve property owned by the Building on loan to you, in which case this shall be deemed a Move.
4. A Mover (as used herein) is a moving or delivery company or person (be it a large moving company, your employee, a spouse, brother, friend, etc.) attempting a Move of your company, any occupants, individuals, or subtenants of your Premises, using hand trucks, personnel, trucks, carts, etc.
5. Office supply companies delivering minimal supplies, bottled water companies, coffee services and the like which are making deliveries in the normal course of business are not considered Moves unless they are delivering furniture or other large items or quantities.
6. No moves of any type shall commence until Building Management has given you a written ***Move Authorization Form*** signed by both you and Building Management (which we will sign after approving your moving company, their insurance, and your time slot on the dock.)

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7. Self moves by individual employees or persons associated with your Premises, their family members and friends, and other such non-professionals are not allowed, no exceptions. **ALSO, CERTAIN MOVERS HAVE BEEN BANNED FROM WORKING IN THE BUILDING BECAUSE OF THEIR PAST ABUSES, LACK OF INSURANCE, AND OTHER PROBLEMS. PLEASE CALL US ABOUT YOUR MOVE BEFORE YOU SIGN A CONTRACT WITH A MOVER!**
8. Small boxes (i.e. bankers boxes), personal items, and other such small inconsequential one-time items may be brought into the building using hand carts which management can provide, via the grade level ramp at the loading dock and subject to management discretion. These deliveries must be logged in prior to admittance to the dock area.
9. It is your responsibility to make sure that any Mover you engage follows the Building's rules and Movers who do not adhere to the rules will not be allowed on property and will be deceased from moving or stopped if the move is underway.
10. Clean ***masonite sections*** must be used as runners from the curb to the edge of the carpeting where heavy furniture or equipment is being moved with wheel or skid-type dollies. The masonite must be at least one-fourth inch thick, 4' X 8' wide sheets in elevator lobbies and corridors, and 34" wide sheets through doors into Tenant space. All sections of masonite must be taped end to end and not to any walls or flooring (which pulls up the varnish on the wood floors).
11. The Mover must provide and install protective coverings on all walls, door facings, elevator cabs and other areas along the route to be followed during the move. These areas will be inspected for damage before and after the move.
12. Any damage to the building or fixtures caused by the move will be repaired and/or paid for by you, the Tenant. If the damages are recoverable by you from your Mover, it is your responsibility to proceed with such efforts.
13. Only the freight elevators will be used for the movement of furniture, equipment, and supplies unless prior written approval to use additional elevators is granted by the Building Manager.
14. **Initial move-ins and move-outs and any Move involving furniture, equipment, boxes or supplies must be accomplished after 6:00 p.m. on weekdays, or on weekends or holidays.**
15. You must make arrangements with the Building Management Office for use of the elevators for each move on the Move Authorization Form. A firm arrival time will be established for each move. If management supervision is required (as determined by Building Management) a \$35.00 per hour fee will be charged to the Tenant.
16. The moving company will be required to remove all boxes, trash, etc. when leaving the building. Any materials left behind will be disposed of and charges for such will be the responsibility of the tenant.

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17. It is your responsibility to cause your Mover to provide Founders Square with adequate proof of insurance coverage, prior to your move. Your Mover must carry insurance including, but not to be less than, the following:

- a) Workmen's Compensation is statutory for the State of Texas, with employee's liability limit of \$100,000. Bodily injury, personal injury and property damage liability insurance in comprehensive general liability form and certificate evidencing same shall be furnished to Landlord before moving any items into the building. In addition, the moving company must agree to protect, indemnify and hold Landlord harmless from and against all claims, demands, and caused of action of every kind in character arising in favor of moving company's employees or other third parties on account of bodily injury, personal injury, death or damage to property in any way resulting from willful or negligent acts or omissions of moving company, its agents, employees, representatives, or subcontractors. The moving company shall be responsible for all damages and losses sustained by them, to their tools and equipment utilized in the performance of all work thereunder.
- b) Comprehensive General Liability Insurance Policy shall include coverage for hazards of premises-operation, elevators, products and completed operations and including personal injury coverage, part and contractual liability coverage designating the assumptions of liability under performance of the act of moving. Such insurance shall be in limits no less than \$1,000,000 per person bodily injury and personal injury; \$500,000 per occurrence for aggregate or property damage. Property damage insurance shall be in broad form, including completed operations.
- c) The limits set forth above are minimum.

D. VERY IMPORTANT: EACH COMPANY MOVING SUPPLIES, FURNITURE AND/OR EQUIPMENT THROUGH THIS BUILDING SHALL SECURE AND PRESENT TO THE BUILDING MANAGER A CERTIFICATE REFLECTING THESE COVERAGES TWENTY-FOUR (24) HOURS BEFORE THE MOVE TAKES PLACE. THE FOLLOWING THREE PARTIES MUST BE LISTED ON THE CERTIFICATE AS "ADDITIONAL INSURED":

- **JACKSON WOOD, LTD.,**
- **MARBLE ENTERPRISE CORP., AND**
- **FIDELITY COMMERCIAL REALTY MANAGEMENT COMPANY,**

NOTE: ALL ARE LOCATED AT 900 JACKSON STREET, SUITE B-10, DALLAS, TEXAS 75202.

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E. "WAIVERS", HOLD HARMLESS, OR INDEMNITY AGREEMENTS (IN LIEU OF ACCEPTABLE INSURANCE) ARE NOT ACCEPTABLE.

F. IF ANY TENANT'S OWN INSURANCE (AS REQUIRED BY THE LEASE AGREEMENT) IS EXPIRED, CANCELLED, OR NOT IN FORCE AT THE TIME OF A DESIRED MOVE, A MOVE AUTHORIZATION WILL NOT BE ISSUED.

9. The capacity and dimensions of the freight elevator are as follows:

Weight Capacity:	4,500 pounds
Width:	64"
Height:	132"
Depth:	98 1/2"
Door Opening:	48" W x 100" H

10. **ALL MOVING COMPANY EMPLOYEES MUST HAVE PROPER IDENTIFICATION, I.E., COMPANY T-SHIRTS, HATS, ARMBANDS, BUSINESS CARD, ETC. NO ONE WILL BE ALLOWED IN THE BUILDING OR TO ASSIST WITH THE MOVE WITHOUT THE ABOVE IDENTIFICATION AND FOUNDERS SQUARE RESERVES THE RIGHT TO TURN AWAY OR REFUSE ACCESS BY ANY MOVER WHOM IT DEEMS UNACCEPTABLE, FOR WHATEVER REASON.**

11. 18 wheel trucks are not allowed and will not fit in the dock. Arrangements for these vehicles to park on Jackson Street must be made through the City of Dallas.

-end-

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Move Authorization Form

Tenant Moving:		
Tenant Contact:		
Phone	Fax	E-mail
Moving Company		
Mover Contact:		
Phone	Fax	E-mail
Desired Move Date		
Move Time		
Description of Items being moved:		
Items being Moved From:	(address)	
Items being Moved To:	(address)	

I acknowledge, by my signature below, that I am authorized to request the above Move on behalf of _____ (Tenant) and further acknowledge that I have read, I understand, and agree to abide by all the Founders Square Moving Rules.

For Management Use Only (check/fill in)			
Movers Ins. Received:		Verified Move Date:	
Security Notified:		Verified Move Time:	
Tenant Ins. Current:			

Building Management Approval: By: _____ Date _____

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