

FIRST NATIONAL BANK BUILDING
332 MINNESOTA STREET, ST. PAUL, MN 55101
TENANT MOVE-IN / MOVE-OUT INSTRUCTIONS

MANAGEMENT COMPANY: Nightingale Realty
332 Minnesota Street, Suite W120
St. Paul, MN 55101

MANAGEMENT OFFICE: (651) 225-3666

SENIOR PROPERTY MANAGER: Richard Rossi 651-225-3664

ASSISTANT PROPERTY MANAGER: Tim Kleiman 651-225-3652

These moving instructions pertain to the moving of furniture, fixtures, equipment, and supplies into and out of the First National Bank Building. These instructions are very important, by following the instructions your move will go smoothly.

Any moving company, delivery company supplier, or person not adhering to this policy will not be allowed to enter the premises or will be required to discontinue whatever action which is in violation of the policy.

The Building Management Office must approve any deviation or variance from this policy; any request for variances must be submitted in writing to the Management Office.

Moves are to be scheduled five (5) days in advance with the Management Office's approval. Movers must inspect route of anticipated travel in order to determine whether any previous damage exists. Any damage incurred during the move is the responsibility of the moving company and tenant. Hazardous or life-threatening items are to be inventoried and submitted to the Management Office prior to move. Tenants with a move requiring a lengthy amount of time must arrange with Management Office.

RESERVATIONS: All moves must be scheduled and cleared in five (5) days in advance with Management Office.

MOVE IN/OUT TIMES: Before 7:30 a.m. or after 5:30 p.m. Monday through Friday; Saturday and Sunday by appointment.

BUILDING ACCESS: Access to the building and space is through the loading dock and designated elevators only (typically East Car #24 and West Car #1). No access shall be gained via the main building entrance.

LOADING DOCK: Located on Robert Street Between 5th and 4th Streets. Maximum Clearance 12' 6", No Semi's or Trailers. If vehicle is taller than 12'6", see Minnesota Street Loading.

MINNESOTA STREET LOADING: The loading zones for the building are located at the corner of 4th & Minnesota and on Robert Street near 4th Street. The loading entrance is on 4th Street in the middle of the block-- not the doors at the 4th & Minnesota Street Doors or Robert Street Entrance (see map on last page for clarification).

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USE OF FREIGHT ELEVATOR: Delivery elevators are available to transport most items. Undesignated passenger elevators shall not be used at any time to transport furniture, fixtures, equipment, or supplies.

DELIVERY ELEVATOR SCHEDULING: Contact Building Management Office in advance to schedule the delivery elevators and loading dock. Management will provide and install pads in the elevator.

DELIVERY ELEVATOR SPECIFICATIONS:

Door opening: 4' 0"
Inside car: Width: 4' 6" (padded)
Depth: 4' 8" (padded)
Height: 7' 10"
Load capacity: 2,500 lbs

PADDING REQUIRED: All doorways, halls and floors around entries must be padded or protected.

FLOOR COVERING: ¼" Masonite covering must be placed on all hard surface floors (minimum if rolling carts are used).

CLEAN UP: Movers are responsible for clean up of dirt and the removal of boxes and debris brought into the building. No crates, boxes, etc, are to be put in the dumpster. Materials that are left will be hauled away at tenant's expense; a \$50.00 minimum charge.

VENDOR INSURANCE REQUIREMENTS

For the work to be done at the First National Bank Building, the Owner and Agent of the Building must be listed as additional insured. Under special provisions on the Certificate of Insurance, it should read as follows:

NG 332 Minnesota St LLC – Owner, and Nightingale Realty LLC. – Agent, are included as additional insured for the First National Bank Building located at 332 Minnesota Street, Suite W120, St Paul, MN 55101

Vendor shall maintain, at its own cost and expense, the following minimum limits of insurance.

INSURANCE:

- (a) Contractor will, throughout the duration of this Agreement, at its expense, carry and from time to time renew the following insurance:
- (i) Worker's Compensation Insurance in statutory amounts;
 - (ii) Employer's Liability Insurance in the minimum amount of \$1,000,000.00;
 - (iii) Comprehensive General Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit covering both Bodily Injury and Property Damage including broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement; however, coverage must be on a per occurrence basis
 - (iv) Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations hereunder;

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- (v) Fidelity Bond coverage on a blanket basis covering Contractor and all those of its employees who have access to or are responsible for the handling of Agent's or Owner's funds, in an amount as Agent or Owner shall reasonably request, having such deductible as shall be determined from time to time by Agent or Owner, and naming Owner as a loss payee;
- (vi) Non-occupational and Disability Insurance, if required by the State where the Property is located;
- (vii) In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence;
- (viii) In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit;
- (ix) Host Liquor Liability Insurance in the minimum amount of \$5,000,000 combined single limit, if applicable
- (x) Excess Liability Insurance in the minimum amount of \$5,000,000 combined single limit covering both Bodily Injury and Property Damage.

All such insurance shall be issued by Companies satisfactory to Owner. All of such policies shall be on an "occurrence basis" and Agent and Owner shall be named as additional insured under Contractor's General Liability, Automobile Liability and Excess Liability insurance policies. Certificates in customary form, evidencing that premiums for the foregoing insurance have been paid, shall be delivered by Contractor to Agent simultaneously with Contractor's execution of this Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates shall be delivered by Contractor to Agent evidencing the renewal of such insurance, together with evidence satisfactory to Agent of the payment of the premium. All Certificates of Insurance must contain a definite provision that if the policies of insurance evidence by such certificates are cancelled or changed during the periods of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to Agent and Owner by certified mail and return receipt requested at least thirty (30) days prior to such cancellation or change.

- (b) Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance and on all other forms of property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Agent and Owner, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from Agent or Owner for any loss or damage to property of the type covered by such insurance.
- (c) Contractor's Comprehensive General Liability Insurance shall be primary and any such insurance maintained by Agent and/or Owner shall be secondary and non-contributory and excess over the Comprehensive General Liability Insurance to be maintained by Contractor hereunder.
- (d) Contractor agrees that the provisions set forth in this Paragraph 35 shall be imposed upon, assumed and performed by each of its subcontractors, if any.

Vendor may carry at its own expense such other insurance as he/she may desire for his/her own protection.

Vendor shall submit to Owner and Agent, a Certificate of Insurance as evidence of the coverage required. Such Certificate shall stipulate that the insurance certified will not be canceled or changed as to coverage by the insurer or insured without 30 days prior notice by registered or certified mail to Agent, First National Bank Building, 332 Minnesota Street, St. Paul, MN 55101 (Certificate Holder).

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Compliance with these minimum insurance requirements shall in no way limit Vendors liability.

INDEMNIFICATION:

Vendor agrees to indemnify and hold Harmless the Owners and Agent and their respective agents and employees, from and against all claims by or on behalf of any person arising out of the conduct or operations of vendor hereunder. Vendor will further indemnify and hold Harmless the Owners and Agent and their respective agents, officers, and employees against and from all claims (including counsel's fees and other costs and expenses of litigation) from any cause whatsoever resulting from, incidental to, or in connection with the work hereunder caused by the negligence of the vendor, its agents, servants

SUBROGATION:

Vendor agrees to a Waiver of Subrogation against Building Owner and its Agent including all rights of recovery, claims, actions or causes of action arising out of negligence if Building Owner and its Agent's related parties or the negligence of any Vendor or Vendor related parties which loss or damage is covered by insurance.

Please fax or e-mail the certificate of insurance to:

Nightingale Realty
First National Bank Building,
332 Minnesota Street, Suite: W-120
St. Paul, MN 55101
E-mail: info@fnbbuilding.com
Fax: 651-222-4158

Please feel free to contact the Building Management Office with any questions you may have at (651) 225-3666 or e-mail at info@fnbbuilding.com

Thank you,

Building Management

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