

# 1355 PEACHTREE

## MOVING POLICY

The Peachtree requires that all moving companies meet certain conditions prior to and during the move-in/move-out.

The following rules pertain to moving Tenant's furniture, equipment, and supplies into or out of the building; and the delivery of substantial amounts of equipment, furniture, or supplies to existing tenants in the building. Any movers not adhering to the following rules will not be permitted to enter the building or will be required to cease the moving process.

1. NO move in or out of the building shall take place during normal building business hours (7:00a.m. to 6:00p.m.). Moves must be scheduled to be completed between 6:00p.m. and 7:00 a.m. weekdays, or during weekends and holidays.
2. Building Management must be notified at least five (5) days prior to the proposed moving date in order to coordinate details (i.e., elevator usage, security, etc.) of the move. A representative of the moving company must contact Building Management at least three (3) days before the proposed moving date.
3. All moving company employees must be in uniform or display some form of identification, and shall not be allowed to smoke inside of the building. All moving company employees must be bonded.
4. Moving company personnel will be authorized to access only those areas related to the move. Any moving company personnel found in unauthorized areas, such as other floors, will be escorted from the property by building security.
5. Prior to the move, the moving company must submit a current Certificate of Insurance naming the Landlord as the additional assured, specifically as follows:

Peachtree Condominium Owners Association, Inc.  
1355 Peachtree Owner LLC  
Banyan Street Capital LLC  
1355 Peachtree Street, Suite 450  
Atlanta, GA 30309

The moving company **must** carry insurance with the following minimum coverage:

- A. Workers' Compensation Insurance with liability limits required by the laws of the state in which the Premises are located and employer's liability coverage.
- B. Comprehensive General Liability Insurance shall include coverage of hazards on premises (operations, elevators, products, etc.) and also personal injury coverage and contractual liability coverage designating the assumption of liability under performance of the act of moving. Such insurance limits shall be no less than \$500,000 per person bodily; and \$500,000 per occurrence of property damage. Property damage shall be in broad form, including completed operations. \$2,000,000 for general aggregate is required.

Each moving company transporting supplies, furniture, and/or equipment through the building shall present a certificate reflecting this coverage at least forty-eight (48) hours prior to the move. Repairs of any damage to the building will be the responsibility of the moving company; however, it is the responsibility of the Tenant to ensure repairs are completed properly by the movers or Tenant will be held responsible by Landlord.

Please make sure your moving company meets the above requirements so that they will be permitted to complete your move.

- 6. The moving company must provide and install adequate protection to all vulnerable door transitions, corners, wall and door facings, elevator cabs and other areas along the moving route. Clean masonite sections, at least one-fourth of an inch thick, must be used as runners on all floor areas where heavy furniture or equipment is being moved. These areas will be inspected for damage after the move.
- 7. The moving company must use the freight elevator to transport the furniture to the tenant floor. They will not be permitted to use the passenger elevators at any time.
- 8. Do not stick any tape products onto the floors, walls, doorjambs or doors.
- 9. Do not prop open any exterior building doors. The building is equipped with a magnetic locking device and requires computer input to accommodate the need for any exterior door to remain open longer than ten seconds.
- 10. All boxes are to be removed from the premises by the vendor or moving company. No boxes or other debris should be deposited into the waste compactor. A charge will be incurred and charged to the tenant for any moving debris found in the waste compactor.
- 11. Building security will be notified as to the moving schedule, and will monitor the move. Any changes in the schedule must be reported to the management office immediately. Emergency phone numbers for the moving company's supervisor responsible for the moving personnel and tenant representative coordinating the move is required.
- 12. Building security will not be able to accompany the moving personnel while in the Tenant's premises; therefore it is the responsibility of the Tenant to arrange for a representative to stay on-site with the moving personnel during the move.
- 13. When ordering office equipment (i.e. computers, copiers, printers, fax machines, postage machines, etc.) and supplies which exceed 100 pounds in weight or 5ft by 3ft in size, delivery of the item must be scheduled for after hours.

14. Furthermore, you must specify these items for **"Inside Delivery"** to your suite, as neither Landlord nor management office staff will be available to see that these items are delivered to your suite.
15. The moving company should park their vehicles in the loading dock area. The moving company must be parked in a way as not to obstruct the flow of traffic. No overnight parking is permitted.

If you or your contracted moving company require any additional information or assistance, please contact The Management Office at (404) 876-3007 prior to your moving date. Additionally, the Property Management office can recommend a reputable moving company if so desired by the occupant.

To indicate your acceptance of these policies, both occupant and moving company representative must sign below. Please forward an executed copy of this form to the Management Office via email to [ibarnes@banyanstreet.com](mailto:ibarnes@banyanstreet.com).

Thank you.

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Suite

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Scheduled Move Date / Arrival/Departure

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Tenant Company Name

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Moving Company Name

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Tenant Representative Name (Print)

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Moving Company Rep Name (Print)

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Tenant Representative Signature

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Moving Company Rep Signature

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Date

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Date

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Contact Telephone Number

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Contact Telephone Number

## 1355 Movers and Deliveries FAQ

**Prior to the move, the moving company must submit a current Certificate of Insurance naming the Landlord as the additional assured, specifically as follows:**

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1355 Peachtree Owner LLC  
Banyan Street Capital LLC  
1355 Peachtree Street, Suite 450 Atlanta, GA 30309**

**Please email it to Christina Cline at [ccline@banyanstreet.com](mailto:ccline@banyanstreet.com)**

- **Does the freight elevator need to be reserved for certain times?**

The freight elevator cannot be reserved or be put on independent during regular business hours as Fed Ex and UPS deliveries occur throughout the day. Movers and large deliveries must be scheduled for after 6 pm or be completed before 7 am weekday, or during the weekend.

**BUILDING SECURITY CAN BE REACH 24/7 BY CALLING 404.862.2864**

**Pallet Jacks cannot be used as there is no clearance at the entrance of the freight elevator.**

## Vendor Insurance Requirements

### Tier I Vendors

#### General Liability

General Liability – each occurrence	\$1,000,000.00
Damage to Rented Premises - each occurrence	\$300,000.00
Medical Expense – any one person	\$5,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products / Completed Operations Aggregate	\$2,000,000.00

\* Endorsements: Additional Insured endorsement and waiver of subrogation in favor of Owner, Property Manager, its subsidiaries and affiliated companies

#### Workers Compensation

#### Statutory

Employers Liability Each Accident	\$500,000.00
Employers Liability Disease- Each Employee	\$500,000.00
Employers Liability Disease- Each Accident	\$500,000.00

\* Endorsements: Waiver of subrogation in favor of Owner, Property Manager, its subsidiaries and affiliated companies

\* If no employees, exemption form must be filed with the State with a copy submitted **prior** to start and affidavit stating the one person permitted on Premises

#### Automobile Liability

Combined Single Limit	\$1,000,000.00
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(Must include coverage for All Owned, Hired and Non-Owned Autos)

\* Endorsements: Additional Insured in favor of Owner, Property Manager, its subsidiaries and affiliated companies

#### Umbrella/Excess Liability

Each occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00

(Umbrella must state that coverage follows underlying forms)

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  NAME & ADDRESS OF VENDOR'S INSURANCE BROKER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED  NAME & ADDRESS OF VENDOR	INSURER A: GENERAL LIABILITY INSURANCE COMPANY	
	INSURER B: AUTO LIABILITY INSURANCE COMPANY	
	INSURER C: WORKER'S COMPENSATION INSURANCE CO.	
	INSURER D: UMBRELLA INSURANCE COMPANY	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Additional Insured  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CURRENT POLICY #	Inception	Expiration	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULE D AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CURRENT POLICY #	Inception	Expiration	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CURRENT POLICY #	Inception	Expiration	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CURRENT POLICY #	Inception	Expiration	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

1355 Peachtree Owners, LLC, The Peachtree Condo Owners Association, LLC and Banyan Street Capital, LLC are Included as additional Insured (except workers compensation) where required by written contract.  
 Waiver of subrogation Is applicable where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

BSC Realty Services, LLC Brown & Brown RS Insurance Services, LLC 7600 Market Street Boardman, OH 44512	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  SIGNATURE REQUIRED

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**Please email it to Ingrid Barnes at [ibarnes@banyanstreet.com](mailto:ibarnes@banyanstreet.com)**

- **Does the freight elevator need to be reserved for certain times?**

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Pallet Jacks cannot be used as there is no clearance at the entrance of the freight elevator and will cause damage to LVT and stone flooring.