

**401 Wilshire Boulevard  
Electronic Tenant® Portal**

**Created on May 14, 2024**

# Emergency Procedures: Emergency Procedures

## STATE AND FIRE MARSHALL LAW

TITLE 19 FIRE/LIFE/SAFETY TRAINING MUST BE COMPLETED WITHIN FOURTEEN (14) DAYS OF OCCUPANCY.

Within 14 days of your tenancy, Tenant must register with [RJ Westmore](#) to set up and complete the online training for all employees. Participation is mandated by law, and tenants who refuse to comply are subject to prosecution and penalties as set forth in the local codes and Title 19.

## [RJ Westmore Resources](#)

- Maps, Manuals & Plans
- Forms, Lists & Guidelines
- Home & Family Preparedness
- More Emergency Info
- Active Shooter
- Active Shooter DHS Video
- Area Specific
- Red Cross CPR/First Aid/AED

If you need assistance registering please contact the [Property Management Office](#).

## **Introduction: Welcome**

On behalf of Douglas Emmett, the entire staff would like to personally welcome you and your team. Douglas Emmett is honored to be associated with this prestigious project, and we are extraordinarily proud of the fine management team assembled here.

This Electronic Tenant® Portal serves as a convenient resource to answer frequently asked questions about your property's operations, rules and regulations, and to assist you in acclimating to your new home. It also contains necessary forms that are frequently utilized.

Your happiness and satisfaction during your tenancy are of the utmost importance to us. To learn more about Douglas Emmett we invite you to visit our website at [www.douglasemmett.com](http://www.douglasemmett.com).

## **Introduction: About 401 Wilshire Boulevard**

401 Wilshire is a 234,979 square-foot Class-A office building located in the heart of Downtown Santa Monica. This 12-story office building is distinguished by sharp architectural lines and a spacious exterior plaza complemented by modern interior finishes. 401 Wilshire features scenic views of the ocean, the Santa Monica Mountains and the City of Santa Monica.

## **Introduction: About Douglas Emmett**

[Douglas Emmett, Inc.](#) (NYSE: DEI) is a fully integrated, self-administered and self-managed real estate investment trust (REIT), and one of the largest owners and operators of high-quality office and multifamily properties located in targeted submarkets in California and Hawaii. The Company has a consistent and focused strategy of identifying submarkets that are supply constrained, have high barriers to entry and exhibit strong economic characteristics such as population and job growth and a diverse economic base. Douglas Emmett focuses primarily on owning and acquiring a substantial share of top-tier office properties within these submarkets, which are located near high-end executive housing and key lifestyle amenities. The Company focuses primarily on owning and acquiring select multifamily properties in premier locations within these same submarkets. Its extensive acquisition and operating expertise is directly linked to its competitive advantage through superior acquisition sourcing, focused leasing programs, active asset and property management and unsurpassed tenant service. Douglas Emmett is proud to serve entrepreneurial, service-oriented tenants that comprise our client base, fostering positive tenant relations and ensuring a comfortable workplace environment for a variety of tenants.

People make the difference, and Douglas Emmett is proud to have kept intact a core group of executives and managers for many years; most have been with the company ten years or more. The stability within the company proves invaluable to achieving our long-term goal of remaining an integral fixture in the Los Angeles and Honolulu commercial and residential real estate markets.

The Company's office and multi-family portfolio is currently located in nine California submarkets, six of which are located on Los Angeles' Westside - Brentwood, Century City, Santa Monica, Beverly Hills, the Olympic Corridor and Westwood. Three submarkets are in the San Fernando Valley - Sherman Oaks /Encino, Warner Center/Woodland Hills, and Burbank. The Company's Hawaii office portfolio is located in the downtown central business district of Honolulu with multi-family properties in nearby suburban communities.

# Introduction: Search Portal

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## **Operations: Property Management Office**

If you have any questions or problems regarding your suite please direct all inquiries to the Property Management Office.

Our office hours are from 8:00 a.m. to 5:30 p.m., Monday through Friday, except for [holidays](#).

The Property Management Office is located at:

401 Wilshire Blvd, Suite 250  
Santa Monica, CA 90401

Telephone Number: [310.451.1796](tel:310.451.1796)  
Facsimile Number: [310.394.9750](tel:310.394.9750)  
Email: [401wilshire@douglasemmett.com](mailto:401wilshire@douglasemmett.com)

Your Property Manager is Richard Lee (email: [rlee@douglasemmett.com](mailto:rlee@douglasemmett.com)).

## **Operations: Accounting**

All rent payments should be delivered to the [Property Management Office](#).

Please make checks payable to:

401 SM, LLC

and delivered to:

Attn: Property Manager  
401 Wilshire Boulevard, Suite 250  
Santa Monica, CA 90401

All parking payments should be made payable to:

ABM PARKING SERVICE

and delivered to:

ABM Parking Systems  
401 Wilshire Blvd.  
Santa Monica, CA 90401



## **Operations: After Hours Access**

### **Tenants:**

After-hour access for tenants is allowed by using the Cardkey with the cardreaders.

You will only be granted access if you have those privileges on your card key or if you have made prior arrangements with the [Property Management Office](#).

### **Visitors:**

Any Tenant expecting an after-hour visitor should provide the [Property Management Office](#) with a memo authorizing access. Please note that tenants will need to make specific arrangements with Property Management to allow visitor access to their individual suites. Security staff does not have access to tenant suites.

[Click here to download the Building Access Form \(Coming Soon!\)](#)

## Operations: Building Access

The building is open for business without restricted access during the following hours:

Monday through Friday: 6:30 a.m. to 6:30 p.m. (Except [Holidays](#))

### Card Access Systems

401 Wilshire has installed a Card Access System, which provides automated [parking](#) garage access, building access and [elevator](#) access. This system enables the Building to provide the utmost in convenience and security to our tenants.

The Access Card (Cardkey) itself looks somewhat like a credit card. Although this card is very durable, please handle it with care. Do not punch holes in the Cardkey as it weakens its integrity.

All new tenants will be provided with Cardkey Application Forms for their employees. It is necessary that all employees fill out all the information required (employee name, car information, access levels and time zones). Please make sure that the [Cardkey Application Form](#) is signed by an authorized tenant liaison noted on the Tenant Authorization Form (Coming Soon!) on hand in the Property Management Office.

Cardkeys will be issued by ABM Parking AFTER ALL INFORMATION HAS BEEN PROVIDED on the Cardkey Application Form. All Cardkey Application Forms can be turned in at the parking office and/or the Property Management Office. Upon completion the Parking Manager will contact/deliver the Cardkey to the tenant after 3:00 p.m. Please have all requests for Cardkey changes to the Parking Manager by 12:00 p.m. for same day service. All requests received after noon will be delivered the next business day.

Each card is individually numbered and assigned to ONLY ONE PERSON. Cardkeys are not transferable and should only be used by the person to whom it was assigned.

The tenant is responsible for the use of its employees' Cardkeys including lost, stolen or damaged Cardkeys. If a Cardkey is lost, stolen or damaged, please report it to the [Property Management Office](#) immediately so that a new card can be issued and lost card voided. There is a charge of \$30.00 for each Cardkey that must be replaced. Do not punch holes in the Cardkey as it weakens its integrity.

### Location of Cardkey Readers:

Main Entry  
Parking Structure

### Tenant/Vendors Access

Please note that it is Building Policy for Tenants to schedule with Property Management, at least 48 hours in advance, all outside vendors who will be accessing the Building and/or Tenant Suites.

In addition, a [vendor insurance](#) certificate will be required if the vendor will be performing any activity that involves Building Systems (i.e. electrical, HVAC, telephone, cabling, etc.) and/or any activity that could possibly harm building fixtures or the persons moving them (i.e. moving furniture, heavy boxes, etc.).

Please obtain an insurance certificate from your vendor in compliance with the building requirements, in the forms section, and submit to the [Property Management Office](#) with your written request for vendor access. Please do not have vendors call the management office directly.

For emergencies there are intercoms at the front and rear entrances if a tenant or visitor needs assistance.

[Click here to download the Cardkey Application Form](#)

[Click here to download the Building Access Request Form \(Coming Soon!\)](#)

# Operations: General Office Security

## Reporting Thefts

Any property, which is determined to have been stolen, should be reported to the Police Department and the [Property Management Office](#) immediately.

The security of your office is your responsibility. In your office, valuables, purses, etc. should not be left in plain view. We recommend that purses be locked in desks and that valuables be put away and locked up at night. Our security staff is available to assist you. Should an incident or loss occur, contact the [Property Management Office](#) and a security officer will be dispatched to take a report.

It is advisable to record all serial and identification numbers in a secure place. It is the Tenant's responsibility to ensure that corridor doors are closed and locked at the close of business.

## Suspicious Persons

If you see suspicious or offensive persons in the building, please contact the [Property Management Office](#) immediately. If possible, make note of appearance, clothing, etc., to assist building security in locating them.

Please be aware of strangers in your Tenant areas and halls. Quite often a question such as "May I help you locate someone?" is enough to deter a potential thief. Suspicious encounters of this type should be reported to the [Property Management Office](#) immediately.

## Security Checklist

For your own internal security and also for the security of the building, it is in your best interest to control the number of keys issued. Only people needing after hour access should be issued a key.

The following is a list of general office security suggestions, which are offered to you as an aid in establishing your internal security procedures:

- Restrict office keys to those who actually need them.
- Keep complete, up-to-date records of the distribution of all office keys.
- Have adequate procedures for collecting keys prior to termination of employees.
- Secure all computers, adding machines, calculators, photocopiers, etc. with maximum-security locks.
- Establish a rule that keys must not be left unguarded on desks or cabinets.
- Require that filing cabinet keys be removed from locks and placed in a secure location after opening cabinets.
- Prevent unauthorized personnel from reporting a lost key and receiving a replacement.
- Designate a responsible person to be in charge of issuing all keys.
- Store keys systematically in a secured wall cabinet of either your own design or from a commercial key control system.
- Keep a record showing issuance and return of every key, including name of person, date, and time.
- Keep accurate record of keycards and be sure to cancel any upon employee severance.
- Provide at least one lockable drawer in every employee's desk to protect purses and other personal effects.
- Establish a rule that purses and personal property such as headphones, electronics, etc. should be kept inside employee's desk.
- Instruct employees to remove wallets from jackets hung in closets or hung on coat racks and place them in a secure location.
- Insist on identification from repairmen who come to work in your office.
- Deposit incoming checks and cash each day so that you do not keep large sums in the office overnight.
- Clear all desks of important papers.
- When working alone in the office at night, set the front door lock to prevent anyone else from entering.
- Keep the police, fire department, and building security telephone numbers posted.
- Double check to see that all doors are securely locked before you leave.
- Have an inventory listing all office equipment in your space including serial number and identification.
- Require written authorization by a responsible person before any office equipment is released for repair or maintenance.



## **Operations: Holidays**

Holidays are as follows:

- New Years Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

Douglas Emmett will be closed on the above listed holidays. If [HVAC](#) services are required, please contact the [Property Management Office](#) to schedule.

## **Operations: Key & Lock Policy**

Control over issued building keys is an integral part of the overall Security System.

All locks and/or latch sets and other hardware must be up to building standard. Therefore, should you require any changes or additions, they must be done through the [Property Management Office](#).

In the event that you are locked out of your suite during normal business hours, you may obtain access by the [Property Management Office](#) if authorization is provided by an individual noted on the Tenant Authorization Form (Coming Soon!).

Should you be locked out of your suite after normal business hours, Property Management will not be able to assist you. You must contact your office manager or an authorized representative of your company to gain access. Please note Security Officers do not have keys to Tenant Suites.

[Click here to download the Tenant Authorization Form \(Coming Soon!\)](#)

## **Operations: Leasing**

Please contact the [Property Management Office](#) for available space. You can also visit our website at [www.douglasemmett.com](http://www.douglasemmett.com).

# Operations: Lost & Found

Items that have been lost or found in the building can be claimed or turned into the [Property Management Office](#).



# Operations: Parking

Parking operation hours are as follows:

Monday through Thursday: 6:30 a.m. to 10:00 p.m.

Friday: 6:30 a.m. to 11:30 p.m.

Saturday: 7:00 a.m. to 11:30 a.m.

Sunday: 10:00 a.m. to 10:00 p.m.

Parking Manager:

Eder Pichente

[Eder.pichente@abm.com](mailto:Eder.pichente@abm.com)

Please note that in order to exit the parking structure after Parking Operation closes, all visitors must have enough validations or pay by credit card at the exit gate.

There will be no parking operations on Sunday. Entrance can be gained into the parking structure only through Cardkey access or pulling ticket and paying by credit card when exiting.

There are three (3) types of parking available: Monthly Parking, Daily Parking and Validated Parking.

## **Parking Rules & Regulations**

1. Tenant shall strictly comply with all posted speed limits, directional signs, yield signs, stops signs and all other signs within or about the parking facilities.
2. Tenant shall register all vehicle license plate numbers with the Parking Office.
3. Tenant shall be responsible for the cost of repairing any damage to the parking facilities or cleaning any debris created or left by Tenant, including, without limitation, oil leakage from motor vehicles parked in the parking facilities under its auspices.
4. Landlord, in addition to reserving the right to designate one or more areas solely for visitor parking, which areas may be changed by Landlord from time to time with or without prior notice to Tenant, reserves the right to allocate additional visitor spaces on any floor of the parking facilities. Tenant shall not park any vehicles in any spaces designated as visitor only spaces or customer spaces within the parking facilities.
5. Tenant shall strictly comply with all rules, regulations, ordinances, speed limits, and statutes affecting handicapped parking and/or access, and shall not park any vehicles within the fire lanes, along parking curbs or in striped areas.
6. Tenant shall only use the number of parking permits allocated to it and shall not permit more than one of its employees to utilize the same parking permit. Landlord reserves the right to assign or re-assign parking spaces within the Parking facilities to Tenant from time to time, and provided Landlord is required to do so by reason of any action arising out of a governmental mandate imposed on Landlord, Landlord further reserves the right at any time to substitute an equivalent number of parking spaces in a parking facilities or subterranean or surface parking facility within a reasonable distance of the Premises.
7. Except with Landlord's managing agent(s)' prior written consent, Tenant shall not leave vehicles in the parking facilities overnight, nor park any vehicles in the parking facilities other than automobiles, motorcycles, motor-driven or non-motor-driven bicycles or four-wheeled trucks or vans. Landlord may, in its sole discretion, designate separate areas for bicycles and motorcycles. Tenant shall ensure that vehicles parking in the parking facilities by using the parking permits assigned to Tenant shall be parked entirely within the striped lines designating a single space and are not so situated or of such a width or length as to impede access to or egress from vehicles parked in adjacent areas or doors or loading docks. Further, all vehicles utilizing Tenant's parking permits shall not be higher than any height limitation that may be posted, or of such a size, weight or dimension so that entry of such vehicle into the parking facilities would cause any damage or injury thereto.

8. Tenant shall not allow any of the vehicles parked using Tenant's permits, or the vehicles of any of Tenant's suppliers, shippers, customers or invitees to be loaded or unloaded in any area other than those specifically designated by Landlord for loading.
9. Tenant shall not use or occupy the parking facilities in any manner, which will unreasonably interfere with the use of the parking facilities by other tenants or occupants of the Building. Without limitation, Tenant agrees to promptly turn off any vehicle alarm system activated and sounding an alarm in the parking facilities. In the event said alarm system fails to turn off and no longer sound an intruder alert fifteen (15) minutes after commencing such an alarm, Landlord shall reserve the right to remove the vehicle from the parking facilities at Tenant's sole expense.
10. Tenant acknowledges that the Rules and Regulations as posted herein shall be in effect twenty-four hours per day, seven days per week, without exception.
11. Tenant acknowledges that the uniformed guard officers and parking attendants serving the parking facilities are authorized to issue verbal and written warnings of Tenant's violations of any of the rules and regulations contained herein. Except in the case of a car alarm continuing to sound in excess of a maximum of fifteen (15) minutes, in which case no further notice by Landlord shall be required. If Tenant or Tenant's agents, contractors, directors, employees, officers, partners or shareholders continue to materially breach these rules and regulations after expiration of written notice and the opportunity to cure has been given to Tenant, then in addition to such other remedies and request for injunctive relief it may have, Landlord shall have the right, without additional notice, to remove or tow away the vehicle involved and store the same, all costs of which shall be borne exclusively by Tenant and/or revoke Tenant's parking privileges and rights under the Lease.

[Click here to download the Parking Agreement Form](#)

## **Operations: Solicitation**

We attempt to keep all solicitors out of the building. If a solicitor visits your office, please contact the [Property Management Office](#) or Security at [310.394.8072](tel:310.394.8072) at once. The solicitor will be escorted out of the building and off the premises.

# Policies & Procedures: General Rules & Regulations

## 1. Access:

Tenant and/or Tenant's agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders shall only use the sidewalks, entrances, lobby(ies), garage(s), elevators, stairways, and public corridors as a means of ingress and egress, and shall take such actions as may reasonably be necessary to ensure that the same remain unobstructed at all times.

The entrance and exit doors to the Premises are to be kept closed at all times except as required for orderly passage to and from the Premises. Except on balconies available for the joint or exclusive use of Tenant as otherwise specified hereinabove, Tenant shall not permit its agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders to loiter in any part of the Building or obstruct any means of ingress or egress. Tenant shall not cover any doors, and shall not cover any window, other than with vertical or mini-blinds pre-approved in writing by Landlord. Landlord specifically disapproves the installation of any film or foil covering whatsoever on the windows of the Premises.

Neither Tenant, nor its agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders shall go up on the roof or onto any balcony serving the Building, except upon such roof, portion thereof, or balcony as may be contiguous to the Premises and is designated in writing by Landlord as a roof-deck, roof-garden area, or exclusive use balcony area.

## 2. Restroom Facilities:

The toilet rooms, toilets, urinals, wash bowls and other apparatus (the "Restroom Facilities"), whether contained in the Common Areas of the Building and/or the interior of the Premises, shall not be used for any purpose other than that for which they were designed. Tenant shall not permit its agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders to throw foreign substances of any kind whatsoever or papers not specifically designated for use in the Restroom facilities down any toilet, or to dispose of the same in any way not in keeping with the instructions provided to Tenant by the management of the Building regarding same, and Tenant hereby specifically agrees to reimburse Landlord directly for the expense of any breakage, stoppage or damage resulting from Tenant's violation of this rule.

## 3. Heavy Equipment:

Landlord reserves the right, in Landlord's sole discretion, to decline, limit or designate the location for installation of any safes, other unusually heavy, or unusually large objects to be used or brought into the Premises or the Building. In each case where Tenant requests installation of one or more such unusually heavy item(s), which request shall be conclusively evidenced by Tenant's effort to bring such item(s) into the Building or Premises, Tenant shall reimburse Landlord for the costs of any engineering or structural analysis required by Landlord in connection therewith. In all cases, each such heavy object shall be placed on a metal stand or metal plates, or such other mounting detail of such size, as shall be prescribed by Landlord.

Tenant hereby indemnifies Landlord against any damage or injury done to persons, places, things or the Building or its Common Areas when such damage or injury primarily arises out of Tenant's installation or use of one or more unusually heavy objects. Tenant further agrees to reimburse Landlord for the costs of repair of any damage done to the Building or property therein by putting in, taking out, or maintaining such safes or other unusually heavy objects.

## 4. Transportation of Freight:

Except as otherwise agreed to by Landlord in writing, Tenant or Tenant's agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders shall only carry freight, furniture or bulky materials in or out of the Building before or after Normal Business Hours, (as that term is defined in Section 8.1 of the Lease). Tenant may only install and/or move such freight, furniture or bulky material after previous written notice of its intention to complete such a move, given to the Office of the Building. The persons and/or company employed by Tenant for such work must be professional movers, reasonably acceptable to Landlord, and said movers must provide Landlord with a certificate of insurance evidencing the existence of worker's compensation and all risk liability coverage in a minimum amount of \$2,000,000.

Tenant may, subject to the provisions of the immediately preceding paragraph, move freight, furniture, bulky matter and other material in or out of the Premises on Saturdays between the hours of 8:00 a. m. and 6:00 p.m., provided that Tenant pays in advance for Landlord's reasonably anticipated

additional costs, if any, for elevator operators, security guards and other expenses arising by reason of such move by Tenant.

5. Flammable Materials:

Except for such limited quantities of office materials and supplies as are customarily utilized in Tenant's normal business operations, Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, flammable or combustible fluid or material, other than those limited quantities of normal business operating materials as may reasonably be necessary for the operation or maintenance of office equipment. Nor shall Tenant keep or bring into the Premises or the Building any other toxic or hazardous material specifically disallowed pursuant to California state law.

6. Cooking/Odors/Nuisances:

Tenant shall not permit its agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders to engage in the preparation and/or serving of foods unless the Premises includes a self-contained kitchen area. Nor shall Tenant permit the odors arising from such cooking, or any other improper noises, vibrations, or odors to be emanate from the Premises. Tenant shall not obtain for use in the Premises, ice, drinking water, food, beverage, towel or other similar services except at such reasonable hours and under such reasonable regulations as may be specified by Landlord.

Tenant hereby agrees to instruct all persons entering the Premises to comply with the requirements of the Building, by advising all persons entering the Premises that smoking of any tobacco or other substance is prohibited at all times, except in such Common Areas located outside the Building as may be designated by the Building management.

Tenant shall not permit Tenant's agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders to interfere in any way with other tenants of the Building or with those having business with them.

Tenant shall not permit its agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders to bring or keep within the Building any animal, bird or bicycle, except such seeing-eye dog or other disability assistance type animal as may comply with the requirements of any handicapped ordinances having jurisdiction therefor.

Tenant shall store its trash and garbage within the Premises. No material shall be placed in the trash boxes or receptacles if such material is a hazardous waste or toxic substance or is of such a nature that its disposal in Landlord's ordinary and customary manner of removing and disposing of trash and garbage would be a violation of any law, ordinance or company regulation governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate. As and when directed by Landlord and /or if required by any governmental agency having jurisdiction therefor, Tenant shall comply with all directives for recycling and separation of trash.

Tenant shall not employ any person to do janitorial work in any part of the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

Landlord reserves the right to exclude or expel from the Building any person who in Landlord's sole discretion is intoxicated or under the influence of liquor or drugs or who, in any manner, engages in any act in violation of the Rules and Regulations of the Building.

Tenant shall not conduct any public or private auction, fire sale or other sale of Tenant's personal property, furniture, fixtures or equipment or any other property located in or upon the Premises, without Landlord's prior written consent, which consent shall be in Landlord's sole discretion.

7. Storage:

Tenant may only store goods, wares, or merchandise on or in the Premises in areas specifically designated by Landlord for such storage.

8. Directives to Management:

Tenant's requirements, other than those the Landlord specifically agrees to perform elsewhere in this Lease, shall only be attended to upon the Building management's receipt of Tenant's written request therefor. Landlord's employees shall not perform any work or do anything outside of their regular duties unless under special instruction from the Building management. No security guard, janitor or engineer or other employee of the Building management shall admit any person (Tenant or otherwise) to the Premises without specific instructions from the Office of the Building and written authorization

for such admittance from Tenant.

9. **Keys and Locks:**  
Landlord shall furnish Tenant with two keys to each door lock existing in the Premises. Tenant shall reimburse Landlord a reasonable charge for these and any additional keys. Tenant shall not be permitted to have keys made, nor shall Tenant alter any lock or install a new or additional lock or bolts on any door of the Premises without Landlord's prior written consent. Tenant shall, in each case, furnish Landlord with a key for any additional lock installed or changed by Tenant or Tenant's agent (s). Tenant, upon the expiration or earlier termination of this Lease, shall deliver to Landlord all keys in the possession of Tenant or Tenant's agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders for doors in the Building, whether or not furnished to Tenant by Landlord. If Tenant, or Tenant's agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders, lose or misplace any key(s) to the Building, Landlord shall, in Landlord's sole discretion, either replace said key(s) or re-key such locks as may be affected thereby, and Tenant shall reimburse Landlord for all such costs of such re-keying and/or replacement.
10. **Solicitation:**  
Tenant and/or its agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders shall not permit any canvassing, peddling, soliciting and/or distribution of handbills or any other written materials to occur in the Premises and/or the Building, nor shall Tenant or Tenant's agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders engage in such solicitation or distribution activities.
11. **Retail Sales, Services and Manufacturing Prohibited:**  
Except with the prior written consent of Landlord, Tenant shall not sell, or permit the retail sale of, newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises, nor shall Tenant carry on or permit or allow any employee or other person to carry on the independent business of stenography, typewriting or any similar business in or from the Premises for the service or accommodation of other occupants of any other portion of the Building. Tenant shall not permit the Premises to be used for manufacturing or for any illegal activity of any kind, or for any business or activity other than for Tenant's specific use.
12. **Change in Name or Address:**  
Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building.
13. **Projections from Premises:**  
Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or the exterior walls of the Building or in any area projecting outside the interior walls of the Premises. Tenant shall not install or permit to be installed any awnings, air conditioning units or other projections, without the prior written consent of Landlord.
14. **Superiority of Lease:**  
These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the covenants, agreements or provisions of this Lease. If a conflict or disagreement between the Lease and these Rules becomes apparent, this Lease shall prevail.
15. **Changes to Rules and Regulations:**  
Provided such changes do not materially harm Tenant's ability to conduct its normal business operations, Landlord shall retain the right to change, add or rescind any rule or regulation contained herein, or to make such other and further reasonable and non-discriminatory Rules and Regulations as in Landlord's sole judgment may, from time to time, become necessary for the management, safety, care and cleanliness of the Premises, the Building or the Parking Facilities, or for the preservation of good order therein, or for the convenience of other occupants and tenants therein, so long as such rescission, addition, deletion or change is thereafter reasonably applied to all occupants of the Building affected thereby.

## Policies & Procedures: Moving / Delivery Policy

In moving furniture, equipment into or out of 401 Wilshire, all tenants and moving companies agree to adhere to the following rules:

**1. Scheduling Your Move/Delivery.** The Tenant must schedule all deliveries and moves at least 48 hours prior to the date of delivery/move by submitting a completed Building Access Request Form to Building Management. Movements of large quantities of furniture, equipment or supplies must be scheduled after 6:00 PM except on weekends or holidays. The Building Access Request Form must specify any need for the freight elevator. After receiving the Form, the Office of the Building will schedule the move/delivery and designate the appropriate elevators to be used. **Please understand that your move/delivery is not scheduled until confirmed by the Office of the Building.**

**2. Inspection of the Premises and Access.** Prior to the date of the move/delivery, the Tenant must arrange for a walk-through inspection of its suite and the access route by the moving company, the Tenant and Building Management. The moving company will be responsible for independently inspecting the premises in order to become familiar with the conditions existing at the Building, including, but not limited to, verifying various access dimensions, so that it may furnish such equipment and labor necessary to provide for the orderly and efficient movement of the property. These areas should be inspected for damage before and after the move.

**3. Supervision, Labor, Material and Equipment.** The Tenant and the moving company are each responsible for ensuring that:

- All material handling vehicles must have rubber-tired wheels and be maintained free of grease and dirt.
- All items are moved through the basement and the service elevators.
- All necessary parking and other permits are obtained and complied with.
- Each employee of the moving company is bonded and has company identification visible in order to maintain security of the premises.
- Floor, carpet, wall and glass protective materials are appropriately used (and then removed) wherever necessary to protect the Building from damage, including but not limited to elevator corners protection, masonite floor protection on all carpet, tile, and thresholds, and walk-off plates for all entry door and elevator thresholds.
- Building corridors, entrances and exits are not blocked.
- Entrance doors are blocked open with stops that will not damage any wood, metal trim, glass or pulls.
- The Property, streets and sidewalks are kept clean of debris caused by the process, and all protective materials and waste are removed from the Building on the same day. The Tenant agrees to pay reasonable charges for the clean-up and disposal of any materials left behind.
- All necessary safety precautions are taken and all applicable provisions of federal, state, and local safety laws, including those with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices, are all fully complied with, all to prevent accident or injury to persons on, about or adjacent to any Building.
- Employees and agents of the Tenant and the moving company comply with all of rules of the Building (which are available from the Building Management), as well as any instructions of Building Management.
- Employees and agents of the Tenant do not (i) unreasonably disturb the occupants of any Building or any other building or their property; (ii) violate the confidentiality of any occupant's business; or (iii) without express permission, use computers, copiers, radios, telephones or other equipment or facilities of any person in the Building.

**4. Insurance Requirements.** The Building Access Request Form must include a Certificate of Insurance. The Certificate must show (a) broad form Commercial General Liability Insurance on an "occurrence" basis for bodily injury, death and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate; (b) Commercial Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00); and (c) Workers' Compensation Insurance with statutory limits, as required by the laws of [STATE]. Please remember that these amounts do not limit the responsibility of the moving company or the Tenant, so please consider whether higher limits are appropriate. 401 Wilshire; Douglas Emmett 1995, LLC, Douglas Emmett, Inc., Douglas Emmett Properties, LP, Douglas Emmett Management, Inc. and Douglas Emmett Management, LLC must be named as additional insured by endorsement on the insurance policy.

**5. Damage.** The Tenant and the moving company shall each be responsible for all damages and losses sustained by the Building or any other tenant as a result of the move/delivery, including but not limited to the damage to the garage, loading dock, elevators and building corridors. If any damage occurs, Building Management will have the right to fix or replace the damaged item at the Tenant's sole cost and expense.

**6. Indemnity.** The Tenant and the moving company each agree to indemnify, defend, protect, and hold harmless Purchaser and the other parties required above to be covered by insurance, and each of their respective lenders, partners, officers, members, managers, directors, agents and employees (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, lost rent, emotional or bodily injuries or death, property damage, costs and expenses (including attorney's fees) (collectively "Claims") to the extent in any way arising from (i) any alleged act, omission or error of Tenant and/or the moving company, or any of its respective partners, officers, agents or employees, in connection with the move/delivery, or (ii) any damage or injury of any kind or nature whatever (including death resulting therefrom) to any person, whether an employee of Tenant and/or the moving company or otherwise, or to any property (including loss of use thereof) caused by, resulting from, arising out of, or occurring in connection with the move/delivery, except in each case only to the extent the Claim arises from the gross negligence of that indemnified party. Building Management shall have the right to select and direct the legal counsel to defend any Indemnitees, subject to the Tenant's reasonable approval, and the Tenant and moving company shall reasonably cooperate with Building Management and that counsel in the investigation and defense of any such Claim. The obligations in this Section are in addition to any other obligations of Tenant that otherwise exist.

These rules and regulations may be changed by Building Management at any time. Building Management will have full power to interpret, amend and enforce all of these policies, and the Tenant and moving company agree to comply with all reasonable instructions of Building Management.

**Failure to comply with any applicable rules or Building Management directives may subject Tenant and/or the moving company to liability for any damages.**



## **Policies & Procedures: Smoking**

California Assembly Bill 13 became effective on January 1, 1995, which prohibits the smoking of tobacco products in an enclosed space, such as office suites, throughout the state of California. Los Angeles City specifically passed a law forbidding the smoking of tobacco products in all enclosed public establishments. Please be advised that the District Attorney will fine and prosecute all smoking offenders.

## Policies & Procedures: Tenant Insurance Requirements

Your lease requires that you keep certain insurance policies in full force and effect throughout the term of your lease. Please refer to the insurance section of your lease for the types of insurance coverage, limits and cancellation provisions required. We recommend that you forward the insurance section of your lease in its entirety to your insurance provider.

Please submit the appropriate Certificate of Insurance to the Office of the Building.

<b>REQUIRED ENDORSEMENTS:</b>	
<b>Certificate Holder:</b>  <i>The following party must be named as a Certificate Holder on your policy</i>	Douglas Emmett 1995, LLC 401 Wilshire Boulevard, Suite #250, Santa Monica, CA 90401
<b>Additional Insureds:</b>  <i>The following parties must be named as an additional insured on your policy</i>	401 Wilshire Douglas Emmett, Inc. Douglas Emmett Management, Inc. Douglas Emmett Management, LLC Douglas Emmett Properties, LP

Acceptance of any Certificate of Insurance does not relieve you from your obligations with respect to insurance, nor does it limit or relieve you of any of your duties or responsibilities. For your protection, please consider whether you should obtain higher insurance limits.

Remember to provide evidence of renewal or replacement of any required policy not less than fifteen (15) days before it expires or is cancelled.

## Policies & Procedures: Vendor Insurance Requirements

All companies or individuals performing services must provide a valid Certificate of Insurance, together with an Endorsement that certifies the submitted certificate is a valid document, to the Office of the Building prior to commencement of any work.

Please ensure that the certificate you submit is completed accurately and in accordance with the requirements stated below.

<b>REQUIRED ENDORSEMENTS:</b>	
<b>Location:</b>	The physical location/address where the work is being performed must be indicated on the Certificate of Insurance.
<b>Certificate Holder:</b>  <i>The following party must be named as a Certificate Holder on your policy</i>	Douglas Emmett 1995, LLC 401 Wilshire Boulevard, Suite #250, Santa Monica, CA 90401
<b>Additional Insureds:</b>  <i>The following parties must be named as an additional insured on your policy</i>	401 Wilshire Douglas Emmett, Inc. Douglas Emmett Management, Inc. Douglas Emmett Management, LLC Douglas Emmett Properties, LP
<b>Cancellation and Notice Language:</b>	The Certificate of Insurance should provide 30 days written notice of cancellation or material modification without a disclaimer and read: "Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to the certificate holder."

All required insurance must be maintained with acceptable insurance companies licensed to do business in the state in which the Property is located with a rating of not less than a VII as rated in the most currently available "Best's Insurance Guide".

<b>MINIMUM COVERAGE LIMITS:</b>	
<b>Commercial General Liability:</b>	On an "occurrence" basis for bodily injury, death and property damage liability including (1) owners' and contractors' protective liability, (2) products / completed operations liability, (3) broad form property damage liability, and (4) broad form contractual liability with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate.

<b>Commercial Automotive Liability:</b>	Combined single limit of not less than One Million Dollars (\$1,000,000.00).
<b>Workers Compensation:</b>	Statutory limits as required by the laws of California.

Acceptance of any Certificate of Insurance does not relieve you from your obligations with respect to insurance, nor does it limit or relieve you of any of your other duties or responsibilities. For your protection, please consider whether you should obtain higher insurance limits. Remember to provide evidence of renewal or replacement of any required policy not less than thirty (30) days before it expires or is cancelled.

## Services: Forms

For your convenience, below are all the property forms that will expedite various Property Management service requests. Hard copies of all forms are available from the [Property Management Office](#) as well.

- [After-Hours Air Conditioning Request Form](#)
- [Building Access Card Request Form](#)
- [Insurance Requirements for Tenants](#)
- [Insurance Requirements for Vendors](#)
- [Key / Lock Request Form](#)
- [Moving / Delivery Policy](#)
- [Parking Access Agreement](#)
- Property Removal Request Form (Coming Soon!)
- [Signage Request Form](#)
- [Tenant Contact and Authorization Form](#)
- [Tenant Information Form](#)

## **Services: Elevators**

The elevators in the Building are operable during the following hours:

Monday through Friday: 6:30 a.m. to 6:30 p.m.

Please note: For after-hours entry into the Building and for use of the elevators, please [click here](#).

## Services: HVAC

Heating and air-conditioning hours of operations are:

Monday through Friday: 8:00 a.m. to 6:00 p.m. (Except [Holidays](#))

Saturday: 9:00 a.m. to 1:00 p.m. (Upon Request)

If additional heating or air-conditioning is needed other than the hours noted above, please fill out the [After-Hours Air Conditioning Form](#).

*Please note: All after-hour heating and air-conditioning services are billed per hour with a four (4) hour minimum. Current charges are listed on the Form below. All after-hour requests must be received no later than 12:00 p.m., Monday through Friday, and for weekend use, no later than 12:00 p.m. on the previous business day.*

[Click here to download the After-Hours Air Conditioning Form](#)

## **Services: Janitorial Services**

Janitorial Services are provided Monday through Friday, except [holidays](#). The Janitorial Staff begins cleaning at approximately 6:00 p.m.

If you should have any additional cleaning requirements, which are not covered under your Lease, please contact the [Property Management Office](#). The Property Management Office will notify the janitorial contractor and arrange for the cleaning services with them directly. Please note there may be an additional charge for additional services.



## **Services: Mail Service**

There is a building mailroom with individual postal boxes, which are assigned to each tenant. Each tenant will be given an assigned postal box and keys when receiving their suite keys.

It is the tenant's responsibility to keep the [Property Management Office](#) informed as to the name(s) (companies and individuals) under which mail will be received.

All mail must have the number of the suite included in the address. This will ensure proper delivery.

**Sustainability: Green Recognized Office**

**Sustainability: Energy Star**





**Sustainability: Energy Star Award**