



Welcome to Airport Tower!

I am the Senior Property Manager for Airport Tower and would like to provide pertinent building information to assist in making your move as smooth as possible.

The Management Office is located on the 4<sup>th</sup> floor in Suite 400 and can be reached at 949-476-9800. The after-hours office emergency number is (949) 580-2053.

All forms listed below can be submitted via email to [airporttower@mullerco.com](mailto:airporttower@mullerco.com) or uploaded through [Yardi Commercial Café](#). The most current versions of all forms included in this packet will always be available on our [website](#) under Tenant Information > Tenant Forms.

### **Building/Parking/Amenity Center Access**

- Building hours are Monday – Friday 6:45am - 6pm and Saturday 9am - 1pm. Outside of these building hours, a physical or virtual access card is required to enter the building. The access card must be swiped at the column access reader on the exterior of the building doors for building access, and on the access reader inside the elevator to access your floor. The Access Card Request Form is enclosed and must be submitted for **each individual** that requires parking garage, Amenity Center and/or after-hours building access.
- “The Hub” Amenity and Fitness Center is located on the basement level of Airport Tower and can be reached by either the stairway from the first floor of the building or the service elevator from any floor. Membership is complimentary for all tenants at Airport Tower. The Hub is available via access card between the hours of 5am to 8pm, Monday through Sunday, excluding building holidays. Please complete the enclosed Hub enrollment packet and return the last page to the Management Office for **each individual** requiring this access.

### **Service Requests**

- Please direct all service requests (i.e., lights out, air flow problems, additional janitorial requests) to our online tenant portal, Yardi Commercial Café. This portal is accessible by visiting our website <https://www.airport-tower.com/> and selecting Tenant Log-In from the upper menu. To receive access to the online portal for yourself and/or other staff members, please complete and return the enclosed Tenant Contact Information Form and allow 2 business days’ processing time.
- After-hours air conditioning is available with 24-hour notice to our office or via Yardi Commercial Café. An afterhours HVAC usage fee will be billed to your open item statement; the fee incurred will be reflective of the terms of your lease.

### **Suite and Directory Signage**

Suite and directory signage will be ordered once a signed proof sheet is received. Please see the enclosed Signage Request Form and send the completed form to [airporttower@mullerco.com](mailto:airporttower@mullerco.com) or upload through Yardi Commercial Café to initiate this process.

## **Keys**

Two (2) mailbox keys and two (2) suite keys will be issued to you at move in. Additional keys can be ordered by submitting a service request on Yardi Commercial Café.

## **Moving and Delivery Procedures**

All moves and deliveries must be made **prior to 8:00 am or after 5:00 pm Monday – Friday**. If you wish to move/deliver on Saturdays and Sundays, deliveries can be made at any time with our prior approval. All deliveries and moves require notification to our office at least 48 hours in advance. This is particularly important, as Security will not allow deliveries or moves without notice from our office. *Please refer to the Moving and Freight Elevator Operations page for more information and items required.*

If you are using a moving company, we will need a certificate of insurance from that company prior to the move as outlined in the Move and Freight Elevator Operations and Vendor Insurance Requirements sections. Your moving company must name “OC Airport Owner, LLC” and “The Muller Company, LLC, a California Limited Liability Company” as additional insured. **This certificate must be received at least 48 hours prior to providing access to any vendors into the suite.** Additionally, please provide us with a name and number of a moving company representative so that we may ensure that they take all the necessary precautions to protect the building finishes, such as Masonite for the lobby entrance and the carpet leading to your suite.

## **Building Services**

- For your information, the building is cleaned during the day, Monday through Friday and on Sunday between the hours of 2 pm – 10 pm.
- Security is onsite in the lobby Monday through Friday, 8am – 5pm and Saturday 9am – 5pm and can be reached at (949) 254-7808.
- Parking cards and validations are managed by ABM Parking Services, and the parking manager can be reached Monday through Friday, 8am – 5pm at (657) 520-8805.

## **The following documents must be provided to the Management Office prior to move in:**

- Tenant Contact Information Form
- Access Card Request Form (one per employee requiring access)
- Hub enrollment packet (one per employee requiring access)
- Signage Request Form
- Tenant’s Certificate of Insurance

The Notification of Vehicle Left Overnight form does not need to be returned at this time and can be submitted as needed through the tenant portal during your occupancy.

We are very pleased to welcome you as a tenant at Airport Tower.

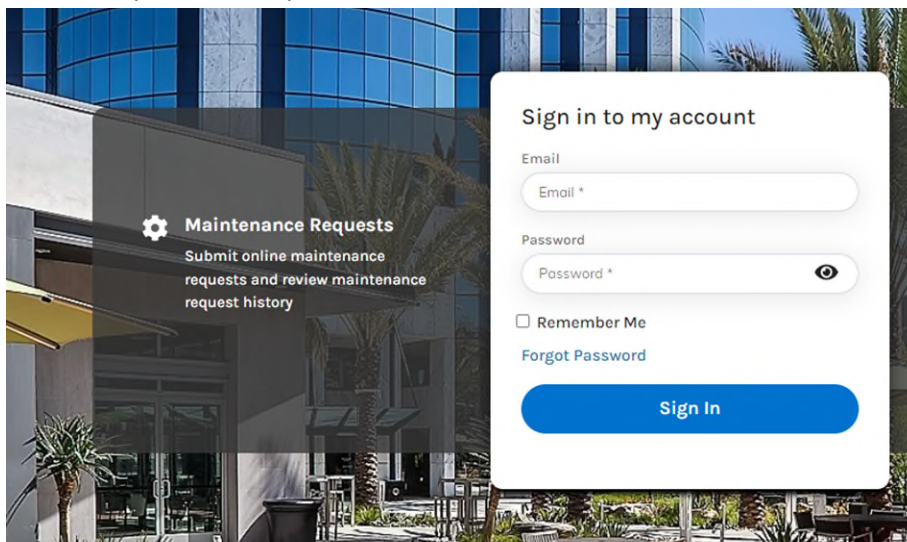
Sincerely,  
Suzi Mier, CPM  
Senior Property Manager

# Yardi Commercial Café

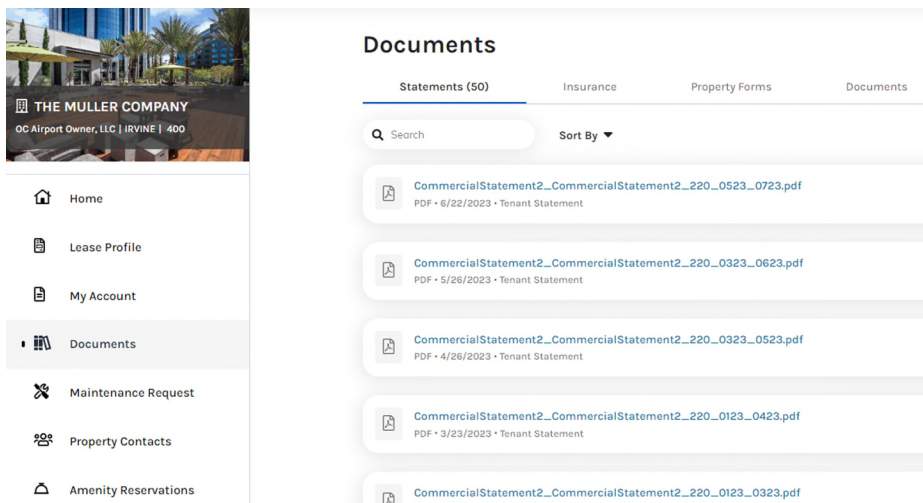
We are pleased to announce that Statement Delivery is available online! Commercial Café gives tenants a paperless, self-service option for accessing records, such as lease documents and tenant statements, browsing property amenities, receiving the latest building news, and entering service requests. The system is also optimized for your mobile device, so you are not limited to a desktop!

To set up user access for your suite, please complete and return the Tenant Contact Information Form to the Management Office. Phone requests are always welcome; however, we encourage you to use this website to receive the quickest response from us. We hope you enjoy using this feature!

To obtain your monthly statement [visit the Commercial Cafe website](#)



Select Documents > Statements



In keeping with the terms of the Lease document, **rent is due and payable on the first day of each month. Any payment not received by the due date will be considered delinquent, and late fees will be assessed.**



## Tenant Contact Information Form

<b>Company Name:</b>	<b>Floor/Suite Number:</b>
<b>Main Phone Number:</b>	<b>Number of Employees on-site:</b>
<b>Company Website:</b>	

### On-site Daily Contact

*On-site daily contact for misc. management issues and events. Please include a secondary contact in case primary contact is absent.*

<b>Daily Contact Name:</b>	<b>Title:</b>	<b>Mobile Number:</b>
<b>Direct Phone Number:</b>	<b>Email (required):</b>	
Please select one or more access levels. See the attached page for role permissions information. <input type="radio"/> Accounting (2 person maximum per tenant) <input type="radio"/> Executive <input type="radio"/> Primary <input type="radio"/> Administrative <input type="radio"/> Insurance		
<b>Secondary Contact Name:</b>	<b>Title:</b>	<b>Mobile Number:</b>
<b>Direct Phone Number:</b>	<b>Email (required):</b>	
Please select one or more access levels. See the attached page for role permissions information. <input type="radio"/> Accounting (2 person maximum per tenant) <input type="radio"/> Executive <input type="radio"/> Primary <input type="radio"/> Administrative <input type="radio"/> Insurance		

### Accounting Contact/Statement Delivery

*Primary contact for statement delivery and payment inquiries. Will automatically receive Accounting level access on the tenant portal.*

<b>Accounting Contact Name:</b>	<b>Title:</b>
<b>Direct Phone Number:</b>	<b>Email (required):</b>
Please select additional access levels if desired. See the attached page for role permissions information. <input checked="" type="radio"/> Accounting (2 person maximum per tenant) <input type="radio"/> Executive <input type="radio"/> Primary <input type="radio"/> Administrative <input type="radio"/> Insurance	

### Emergency Contact

*Reasons that the emergency contact would be called: Employee locked out of suite, after-hours emergency inside or outside of tenant space requiring tenant notification.*

<b>Contact Name:</b>	<b>Title:</b>	<b>Email:</b>
<b>Mobile Phone:</b>	<b>Direct Line:</b>	<b>Home Phone:</b>
<b>Second Contact Name:</b>	<b>Title:</b>	<b>Email:</b>
<b>Mobile Phone:</b>	<b>Direct Line:</b>	<b>Home Phone:</b>

### Senior Local Office Contact

*On-site decision maker or most senior position in the office. The secondary contact for suite access authorization requests, in the event of a personnel lockout.*

<b>Contact Name:</b>	<b>Title:</b>
<b>Direct Line:</b>	<b>Mobile Number:</b>
<b>Email address:</b>	

## Tenant Contact Information Form

### ABM Parking Validation Account Manager (Sweb Validate)

*Primary contact to place and manage parking validation requests and add authorized users to the validation account.*

<b>Contact Name:</b>	Title: _____ Mobile Number: _____
Direct Phone Number: _____	Email (required): _____

### Suite Fire Warden

*On-site contact designated to oversee suite evacuation procedures in the event of an emergency. Will attend the annual Fire Warden Training.*

*Please designate one primary Fire Warden and one alternate, who would manage these responsibilities in the absence of the primary warden.*

<b>Fire Warden Contact Name:</b>	Title: _____ Mobile Number: _____
Direct Phone Number: _____	Email (required): _____
<b>Alternate Warden Contact Name:</b>	Title: _____ Mobile Number: _____
Direct Phone Number: _____	Email (required): _____

☐ Check if third page is included.

Name of Person Completing Form \_\_\_\_\_ Date: \_\_\_\_\_

Leaseholder Signature \_\_\_\_\_

## Tenant Contact Information Form

### Additional Contacts for Tenant Portal Access

*Please see the attached page for permissions levels.*

<b>Additional Contact Name:</b>	Title:	Mobile Number:
Direct Phone Number:	Email (required):	
Please select one or more access levels. See the attached page for role permissions information. <input type="radio"/> Accounting (2 person maximum per tenant) <input type="radio"/> Executive <input type="radio"/> Primary <input type="radio"/> Administrative <input type="radio"/> Insurance		
<b>Additional Contact Name 2:</b>	Title:	Mobile Number:
Direct Phone Number:	Email (required):	
Please select one or more access levels. See the attached page for role permissions information. <input type="radio"/> Accounting (2 person maximum per tenant) <input type="radio"/> Executive <input type="radio"/> Primary <input type="radio"/> Administrative <input type="radio"/> Insurance		
<b>Additional Contact Name 3:</b>	Title:	Mobile Number:
Direct Phone Number:	Email (required):	
Please select one or more access levels. See the attached page for role permissions information. <input type="radio"/> Accounting (2 person maximum per tenant) <input type="radio"/> Executive <input type="radio"/> Primary <input type="radio"/> Administrative <input type="radio"/> Insurance		

### Tenant Portal Access Removal

*Please list the names of those contacts you would like to have removed from the tenant portal*

<b>Contact Name:</b>	Title:	Mobile Number:
Direct Phone Number:	Email (required):	
Please select one or more access levels. See the attached page for role permissions information. <input type="radio"/> Remove All Access <input type="radio"/> Accounting <input type="radio"/> Executive <input type="radio"/> Primary <input type="radio"/> Administrative <input type="radio"/> Insurance		
<b>Contact Name 2:</b>	Title:	Mobile Number:
Direct Phone Number:	Email (required):	
Please select one or more access levels to be removed. See the attached page for role permissions information. <input type="radio"/> Remove All Access <input type="radio"/> Accounting <input type="radio"/> Executive <input type="radio"/> Primary <input type="radio"/> Administrative <input type="radio"/> Insurance		
<b>Contact Name 3:</b>	Title:	Mobile Number:
Direct Phone Number:	Email (required):	
Please select one or more access levels to be removed. See the attached page for role permissions information. <input type="radio"/> Remove All Access <input type="radio"/> Accounting <input type="radio"/> Executive <input type="radio"/> Primary <input type="radio"/> Administrative <input type="radio"/> Insurance		

Tenant Portal Roles and Access Levels					
	Tenant Role Labels				
Access Available	<i>Accounting (max 2)</i>	<i>Executive</i>	<i>Primary</i>	<i>Administrative</i>	<i>Insurance</i>
Announcements					
Property Contact Information					
Property Documents					
Maintenance Requests					
Amenity Reservations					
Insurance Uploads					
Lease Profile					
Lease Documents (includes rent statements)					
Account Activity					

**AIRPORT TOWER  
ACCESS CARD REQUEST FORM**

Please complete this form for each employee that is to receive building and/or parking access.

Visit <https://www.airport-tower.com/> and select "Tenant Log-In" to submit this form as an "Access Card" request.

**Access Type Requested:**

- ☐ Kastle Presence App provides building and parking access via cellphone app and requires a \$5.00 activation fee.  
☐ Add a windshield tag for hands-free parking gate access for an additional \$60.00.
- ☐ Physical HID Cards are available for both parking and building access for a fee of \$25.00.

*For reassignments/reactivations of HID cards ONLY, please provide the card number to be reused below:  
A \$5.00 fee will be incurred.*

We ask that you please TYPE or PRINT CLEARLY. Cards will not be issued unless ALL information is provided.  
Please allow 24 hours processing time for all forms submitted during business hours, Monday – Friday, 8AM-5PM.

PERSONAL INFORMATION		
LAST NAME:	FIRST NAME:	
TENANT NAME:	BUILDING ADDRESS: 18881 VON KARMAN AVENUE	
SUITE NUMBER:	MOBILE TELEPHONE:	
EMAIL ADDRESS FOR MOBILE CREDENTIAL:		
VEHICLE INFORMATION		
MAKE & MODEL 1:	COLOR 1:	PLATE NUMBER:
MAKE & MODEL 2:	COLOR 2:	PLATE NUMBER:

ACCESS CARD INFORMATION		
<b>BUILDING AND ELEVATOR ACCESS -</b> <ul style="list-style-type: none"><li>No access card/app is required for standard building hours of Monday-Friday, 6:45AM-6:00PM, excluding building holidays.</li><li>Elevator access via access card/app is to your Suite Floor and the Lower Level.</li><li>The HUB in the Lower Level is open daily from 5:00 AM-8:00 PM, excluding building holidays, and requires a separate waiver to access secured areas.</li></ul>		
Please check desired access levels for building and elevator below:		
STANDARD BUILDING HOURS:	<input type="checkbox"/>	24/7 BUILDING AND ELEVATOR ACCESS <input type="checkbox"/>
BUILDING AND ELEVATOR ACCESS 5 AM – 8 PM "The Hub hours": <input type="checkbox"/>		
<b>PARKING GATE ACCESS -</b> Please refer to your Lease for monthly charges and check desired access level below:		
GENERAL PARKING:	<input type="checkbox"/>	NO PARKING: <input type="checkbox"/>
RESERVED PARKING: <input type="checkbox"/> <i>If checked, a map will be provided of available stalls.</i>		
LEASEHOLDER APPROVAL REQUIRED		
PRINT NAME:	SIGNATURE:	DATE:
CARDHOLDER'S ACKNOWLEDGMENT AND SIGNATURE		
<input type="checkbox"/> I have fully read, understand, and agree to comply with the attached Airport Tower Parking Rules		
SIGNATURE:		DATE:





## **PARKING RULES**

### **PARKING STRUCTURE**

**5 MPH SPEED LIMIT IS STRICTLY ENFORCED.** Notwithstanding this speed limit, no person shall drive or ride at a speed that is greater than is reasonable, having due regard for other traffic, the surface and width of the road or street, the weather, and the safety of other persons or property.

Smoking and electronic cigarette use is prohibited in the parking structure. The designated smoking area is located off the Martin driveway entrance.

Parking cards may only be used by the person the card was issued to and at no time may be used to allow others to enter or exit through the gates. If you experience issues with your parking card while at the gate, please press the intercom button to be connected with ABM Parking for immediate assistance.

The washing and/or detailing of, or the installation of windshields, radios, or general work on automobiles is not allowed on the premises.

No person shall abandon or leave any vehicle or motorcycle overnight, or for 24 or more consecutive hours without permission of ABM Parking. A fully completed [Overnight Parking Form](#) should be submitted to ABM Parking at least 1 business day prior to overnight parking.

Vehicles parked within a stall shall not overlap the lines that designate that stall.

All trash should be placed in designated receptacles.

Sound systems cannot be used at excessive volume levels or to play music not suitable for a public setting as determined by parking attendants, building management, or security team members.

All persons shall maintain professional conduct while in the parking structure and surface lot. Tailgating, aggressive conduct, or other actions deemed unprofessional by parking attendants, building security, or building management may result in the deactivation of the violator's parking card and/or the loss of onsite parking privileges.

### **ACCESS CARD DE/ACTIVATIONS AND PAYMENTS**

- Monthly parking invoices should be paid online: [payments.abm.com](https://payments.abm.com)
  - Parking invoice payments are due on the 1st of every month, and tenants have a 5-day grace period in which to pay without incurring a late fee.



- If payment is not received by the 10th of the month, all keycards associated with the account will be deactivated, and a \$10/card reactivation fee will be in place.
- All activation, deactivation and reassignment of cards should be submitted through your [tenant portal account](#).
  - To deactivate a parking card, a 30-day notice of cancellation will be in effect for billing purposes.

## **RESTRICTED PARKING AREAS**

Painted curbs and marked stalls are one of the indications of restricted parking; the color denotes the type of parking allowed. Painted curbs and times zones are strictly monitored and enforced. Violators are subject to citation, fine and/or towing.

- **EMERGENCY/RED ZONE:** Indicates no parking or stopping at any time, whether vehicle is attended or unattended. Emergency/Red zones are always reserved for officially marked emergency vehicles ONLY (e.g., fire department, police department)
- **LOADING/YELLOW ZONE:** Loading/Yellow zones are designated for the immediate loading or unloading of cargo only. They are reserved for Vendor use & require a Vendor Pass, issued by building security.
- **BLUE ZONE:** Indicates Disabled placard parking area ONLY. A DMV state-issued placard/plate must be displayed to park in blue zones.

### **GREEN ZONE:**

- Indicates 2-Hour Visitor Parking or EV Charging Station.
  - **EV CHARGING STALLS:** We request that electric car users limit their charging time to three hours maximum so that others can have access to them. Vehicles must be actively charging when parked in stalls, and a 30-minute grace period is in effect for vehicles to be moved once charging is complete.
  - **2-HOUR VISITOR STALLS:** These stalls are reserved for visitor use only and tenants that utilize these spaces will be cited and fined.
- **RESERVED STALLS:** Spaces marked as “Reserved” parking spaces are always reserved, 24 hours a day, 7 days a week, for the person or company who paid a premium to purchase that specific parking space.
- **COMPACT PARKING STALLS:** These stalls are designated for vehicles less than 15’ in length.

No parking is allowed in any coned-off areas or anywhere that does not have a clearly marked stall. Please refrain from parking along fences, red curbs, hatched, and/or undeveloped areas.

## **Parking Citations and Fines**

Vehicle may be towed instead of cited/fined at any time at discretion of Management.

- 1<sup>st</sup> Violation: Warning Citation



- 2<sup>nd</sup> Violation: \$50
- 3<sup>rd</sup> Violation: \$75

Parking legally and knowing parking regulations are the responsibility of the vehicle operator. Vehicles in violation are subject to a fine and subsequent towing, at the owner's expense, at any time. Any violation of parking rules may result in loss of access privileges at the discretion of Management.

OC Airport Owner, LLC and ABM Parking Services reserve the right to amend these parking rules and regulations at any time.

ABM Parking Services	657.520.8805
Airport Tower Management Office	949.460.5380

## Airport Tower Signage Request Form

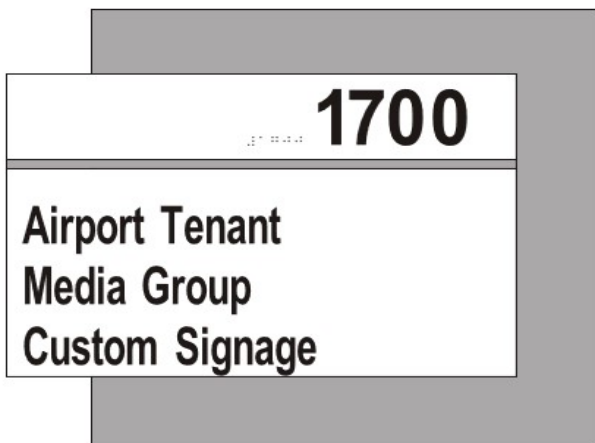
Tenant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Suite Number: \_\_\_\_\_ Phone: \_\_\_\_\_

### Suite Door Signage information:

☐ NEW SIGN BASE WITH BRAILLE NUMBER AND TENANT INSERT

☐ NEW TENANT NAME INSERT ONLY



#### BUILDING STANDARDS ARE:

- BLACK SIGNS WITH SILVER LETTERS & BASE
- TEXT UPPER/LOWER CASE
- NO MORE THAN 18 CHARACTERS PER LINE, INCLUDING PUNCTUATION MARKS & SPACES
- NO COMPANY TYPESTYLES OR LOGOS
- NO MORE THAN THREE LINES OF COPY
- PLEASE TYPE OR PRINT CLEARLY

- 1 FILL IN SUITE NUMBER
- 2 IF YOUR COMPANY NAME WILL ONLY FILL ONE LINE, USE LINE 1
- 3 IF YOUR COMPANY NAME WILL USE TWO LINES, START ON LINE 1 THRU 2
- 4 IF YOUR COMPANY NAME WILL USE THREE LINES, START ON LINE 1 THRU 3

COMPLETE AND CORRECT INFORMATION WILL INSURE YOUR SUITE SIGN IS MADE CORRECTLY.

### Lobby Directory Information:

Tenant Name: \_\_\_\_\_

Do you have a logo you would like displayed on the lobby directory?

\_\_\_ Yes \_\_\_ No

Please upload any logos and this completed form to the [Tenant Portal](#), under "Maintenance Request."

**NOTIFICATION OF VEHICLE LEFT OVER NIGHT  
AIRPORT TOWER - ABM PARKING**  
**Upload To: [Tenant Portal](#), under "Maintenance Request"**

**Contact Information**

**Name:** \_\_\_\_\_

**Suite:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Company Phone:** \_\_\_\_\_

**Vehicle will be left from:** \_\_\_\_\_ **until** \_\_\_\_\_

**Emergency Contact Person & Contact Number:**

\_\_\_\_\_

**Vehicle Information**

**Make:** \_\_\_\_\_

**Model:** \_\_\_\_\_

**Color:** \_\_\_\_\_

**License Plate #:** \_\_\_\_\_

**Registered Owner Name and contact phone:**

\_\_\_\_\_

The Muller Company, LLC and ABM Parking DO NOT assume any liability for the care or custody of your vehicle or its contents. This is a self-park facility and the vehicle owner assumes all risk. Cars left more than 30 days may be impounded at Owner's Expense.  
Your signature below signifies your acceptance of these terms.

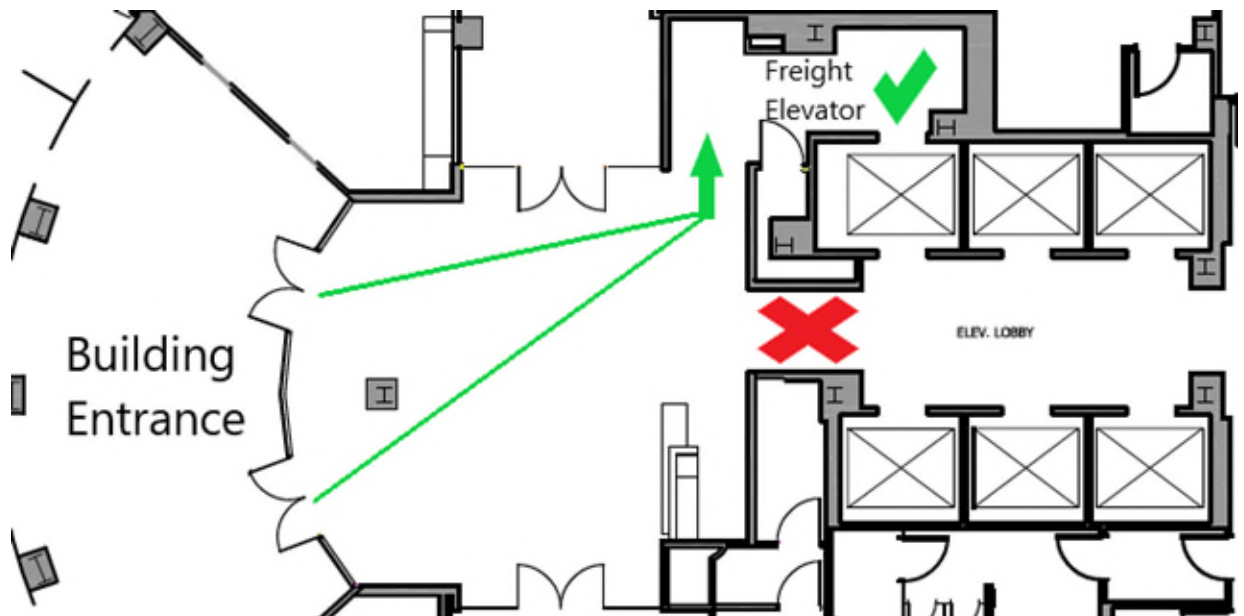
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Questions?** Please contact Tatiane Hampton, Airport Tower Parking Facility Manager 657-520-8805.  
[Tatiane.Hampton@abm.com](mailto:Tatiane.Hampton@abm.com)

# AIRPORT TOWER

## MOVING AND FREIGHT ELEVATOR OPERATIONS

- Moves and large deliveries/pickups can occur Monday through Friday prior to 8:00 am and after 6:00 pm and anytime on Saturday and Sunday.
  - Moves and large deliveries/pickups are NOT permitted during business hours.
  - **DO NOT prop open** the front building entry doors under any circumstances!
- All moves and large deliveries/pickups are done through the freight elevator.
  - When using the freight elevator **DO NOT prop** the doors open as this will damage the elevator and put it out of operation.
  - Simply hold the door open button and once the buzzing alarm goes off you will need to release the elevator so that no damage occurs.
  - The maximum weight limit for the freight elevator is 4,000 pounds.
- The freight elevator dimensions are as follows:
  - 7ft 3inches x 5ft 4inches with a height of 8ft 10inches
  - Freight Elevator Door width is 3ft 6inches x 7ft
- When moving in larger items such as furniture, please use masonite to protect the tile/floor.



- **Prior to your move or large delivery/pickup:**
  - Insurance documents from the moving/delivery company and tenant are to be provided to the management office at least 48 hours before move is scheduled.
  - Once insurance information is received, the move can then be scheduled with the management office at (949) 476-9800.
  - Security will then be alerted of the time and date of the move. Security will not allow any moves without preauthorization from the management office.
- The tenant is responsible for providing building and suite entry to their vendor(s). At no time will The Muller Company provide building access and/or suite access to a tenant's vendor.
- In partnership with our LEED efforts, proper disposal of furniture is required, meaning any furniture that is to be recycled, re-used, or sold. If you have a need to dispose of old furniture, please arrange a pickup to remove the items from the building, as we cannot have any furniture placed in or near the trash enclosure.

*Feel free to contact our office with any questions you may have @ 949-476-9800.*

## **VENDOR INSURANCE REQUIREMENTS**

RE: 18881 Von Karman Avenue, Irvine, CA 92612 (Airport Tower)

c/o The Muller Company, LLC, a California Limited Liability Company

***All insurance companies must have at least an "A-VIII" A.M.Best rating.***

### **General Liability:**

Commercial General Liability Policy Form\* - ISO Occurrence Form

- General Aggregate \$2,000,000.00
- Products Comp/Ops Aggregate \$2,000,000.00
- Each Occurrence \$1,000,000.00

### **Umbrella/Excess Liability:**

- General Aggregate \$5,000,000.00
- Each Occurrence \$5,000,000.00

\* 5 million total limits required. Total limits can be obtained in conjunction with General Liability limits above

Coverage to include:

Coverage for independent contractors, No exclusion for XCU

(Explosion, Collapse, Underground) hazards (or no exclusions cited)

**Additional Insured Endorsement:** A separate endorsement must accompany the certificate naming The Muller Company, LLC (property management entity) and OC AIRPORT OWNER, LLC and any other entities required by Owner **as respects all operations for entities.** The endorsement must be the Acord form CG 20 10 11 85 (Form B) or equivalent. Any form that alters the intent of the original wording in form CG 20 10 11 85 is unacceptable.

**Waiver of Subrogation:** Endorsement must be attached to the certificate of insurance which confirms that the carrier is providing a waiver of subrogation in favor of The Muller Company, LLC (property management entity) and OC AIRPORT OWNER, LLC and any other entities required by Owner

**Severability of Interest:** An endorsement which clarifies the intent of the word "insured" as it appears in a policy. The coverage applies severally and not collectively, as if a separate policy were issued to each insured, however the policy limits are not cumulative, but apply to all insureds collectively. Please provide confirmation of Severability of Interest in the DESCRIPTION OF OPERATIONS section of the Certificate.



**Primary & Non-Contributory Language:** Endorsement must be attached which confirms that the vendor's policy shall pay first for any loss or liabilities arising from their operations. The insurance maintained by the certificate holder will not contribute or participate.

**30-Day Notice of Cancellation:** 30-day cancellation.

**Workers Compensation:**

Workers Compensation limit stated as Statutory.

Employer Liability limits:

\$1,000,000 Each Accident plus \$4,000,000 Umbrella = \$5,000,000 Limit

\$1,000,000 Policy Limit plus \$4,000,000 Umbrella = \$5,000,000 Limit

\$1,000,000 Each Employee plus \$4,000,000 Umbrella = \$5,000,000 Limit

**Waiver of Subrogation** - a separate endorsement must be issued by the carrier providing Wavier of Subrogation in favor of The Muller Company, LLC (property management entity) and OC AIRPORT OWNER, LLC and any other entities required by Owner as respects all operations and included with the certificate of insurance (this is also called "waiver of right to recovery from others endorsement").

This insurance is not required if the owner, partners or husband/wife do all work and there are no employees. We will, however, need a letter to that fact. If you are a Qualified Self-Insurer, please provide State Certificate.

**Automobile Liability:**

All owned, non-owned and hired vehicles must be covered. Any one of the following three types of auto policies are acceptable and the appropriate boxes must be checked on the insurance certificate:

- Any Auto - includes owned, non-owned & hired vehicles
- All Owned Autos - owned vehicles only (non-owned or hired are not used)
- Non-Owned & Hired - no vehicles are owned by subcontractor (must check both boxes)

\$1,000,000.00 combined single limit plus \$4,000,000 Umbrella = \$5,000,000 Limit

**Additional Insured Endorsement:** A separate endorsement must accompany the certificate naming The Muller Company, LLC (property management entity) and OC AIRPORT OWNER, LLC and any other entities required by Owner as respects all operations performed for entity. If your policy is the equivalent of ISO CA 00 01 0797 in which "Who is Insured" includes "c. Anyone liable for the conduct of an insured described above, but only to the extent of that liability", please so state and provide a copy of the portion of the policy form confirming the wording.

- Bodily injury, property damage, and uninsured motorist

**30-Day Notice of Cancellation:** 30-day cancellation.

**Additional Coverages/Limits:**

At the discretion of Owner. Possible additional coverages may include POLLUTION  
LEGAL LIABILITY COVERAGE for those trades that may be involved in Hazardous  
Materials at the jobsite.

**Certificate Holder's Address**

OC Airport Owner, LLC  
The Muller Company, LLC  
18881 Von Karman Avenue, Suite 400  
Irvine, CA 92612

# Airport Tower

**“the HUB”**



**18881 Von Karman Ave  
Irvine, CA 92612**

**"the Hub" Fitness Center**  
18881 Von Karman Ave  
Irvine, CA 92612

**Miscellaneous Information**

**Address**

18881 Von Karman Ave, Irvine, CA 92612

*All inquiries can be made by calling 949.460.5380 or via email: [airporttower@mullerco.com](mailto:airporttower@mullerco.com)*

**"the HUB" F.A.Q.'s**

**Q. WHERE IS "the HUB" FITNESS CENTER LOCATED?**

**A.** The Fitness Center is located on the lower level of Airport Tower and can be reached by either the stairway on the first floor of the building or the elevator from any upper level.

**Q. WHAT ARE "the HUB" CENTER HOURS?**

**A.** The hours are Monday through Sunday 5:00 a.m. - 8:00 p.m, excluding building and national holidays.

**Q. WHAT IS THE COST TO PARTICIPATE?**

**A.** Membership is free for all tenants and tenant employees of Airport Tower.

**Q. WHAT EQUIPMENT AND SERVICES ARE AVAILABLE IN "the HUB" ?**

**A.** We offer bikes, treadmills, stair machine, and rowing machines for cardiovascular/ aerobic fitness, and Nautilus exercise machines and free weights for strength training. Floor mats, stretch cords, large exercise balls, abdominal rollers, jump ropes and weighted balls (medicine balls) are available for your use in the Yoga studio portion of the center. In addition, our services include full shower and locker facilities. There are also beverage /food vending machines next to the Locker Rooms.

**Q. CAN EMPLOYEES USE THE FACILITY ON THE WEEKEND?**

**A.** Yes, the management has extended the hours to include Saturday and Sunday use of the Health Club between the hours of 5:00 a.m. and 8:00 p.m.

**Q. WHO CAN BECOME A MEMBER?**

**A.** Membership is restricted to the tenants of Airport Tower. All enclosed forms in this packet must be signed and returned for Amenity Center Access.

## **FITNESS CENTER-RULES & REGULATIONS**

Airport Tower Fitness Center is intended to give Fitness Center Participants (hereinafter, "Participants") a clean and enjoyable place to exercise for general fitness purposes. These rules and regulations have been established to promote your enjoyment, and safety, when using the Fitness Center. We expect Participants to behave maturely, responsibly, and respectfully and therefore insist on your cooperation in observing these rules and regulations. We will not tolerate conduct or language that is improper, threatening, or hazardous, including but not limited to arguing, fighting, use of profanity, or indecent behavior and we reserve the right to suspend or even terminate Fitness Center access/privileges for failure to comply with these rules and regulations, or for any other reason.

### **RULES & REGULATIONS:**

1. Access to the Fitness Center is controlled by coded keycard entry. If eligible, your building access card will be upgraded to provide Fitness Center access, during the Fitness Center hours of Monday-Sunday 5AM-8PM, upon acceptance of the terms of these rules and regulations and completing the Fitness Center Agreement.
2. Participants in the Fitness Center will be doing so at their own risk as detailed in the Fitness Center Agreement. Participants shall make no claims against or sue Owner or any Owner Parties, in connection or damage occasioned by or resulting from use of the Fitness Center, as detailed in the Fitness Center Waiver.
3. Attire:
  - a. Proper athletic attire must be worn at all times.
  - b. Tennis/athletic shoes must be worn at all times.
  - c. Absolutely no sandals, open-toed or open-backed shoes are permitted.
  - d. Shirts must be worn at all times.
  - e. No jeans or jean shorts allowed.
4. Food is not permitted in the Fitness Center. No gum is allowed. No smoking, vaping or use of tobacco products is permitted.
5. Water and Sports Drinks are permitted provided they are in a sealable, plastic container.
6. Radios, iPods, tape, and CD players are permitted if personal units equipped with headphones.
7. The Fitness Center and Owner are not responsible for lost or stolen items.
8. Participants are required to pick-up after themselves and discard trash and remove personal items.
9. For safety reasons, personal items, bags, and other items are to be stored in lockers only and not on the Fitness Center floor. Day use lockers are available in both the men's and women's locker rooms. All personal items must be removed daily upon completion of your workout. **ITEMS LEFT IN THE LOCKER ROOMS OVERNIGHT MAY BE REMOVED, AND THE CONTENTS DISCARDED.**
10. All participants are required to wipe down equipment after each use. Disinfecting wipes are provided.
11. Fitness Center Etiquette:
  - a. Use of chalk is not permitted.

**“the Hub” Fitness Center**

18881 Von Karman Ave

Irvine, CA 92612

- b. Other participants must be allowed to “work in” between sets.
  - c. Return weights to the rack.
  - d. Weights may not be set against the wall, mirror, benches, or other equipment.
  - e. Weights may not be dropped on the floor or benches.
  - f. During busy times or whenever someone is waiting for a machine, observe the 30-minute limit on all cardiovascular equipment.
  - g. Wipe down equipment after each use.
12. Report damaged equipment to the Building Management Office immediately. Located on the fourth floor, Suite 400.
13. Report unsafe exercise or bathroom conditions to the Building Management Office immediately.
14. Building Management reserves the right to refuse service to any participant who violates any rule or regulation or engages in any verbal and/or physical abuse of Building employees or other participants.
15. The Fitness Center is to be used by authorized individuals only. Fitness Center access cards may not be shared. Anyone caught using someone else’s access card other than their own will be asked to leave the facility immediately. Further, this can warrant suspension or revocation of Fitness Center access for the Participant. Further, you may not use your access card to allow entry into the Fitness Facility by any other individual.

**"the Hub" Fitness Center**  
18881 Von Karman Ave  
Irvine, CA 92612

**USER RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

\*\*\* READ BEFORE SIGNING\*\*\*

In consideration of being allowed access to and the right to use the gym, equipment, bathrooms, and other areas associated with the work out facilities located at 18881 Von Karman Ave, Irvine, CA 92612 (the HUB) I, the undersigned, acknowledge, appreciate, and agree that:

1. There are inherent risks in using gym facilities and in participating in activities related to the use of the Facilities. The risk of injury from the activities involved in using the Facilities is significant, including the potential for permanent paralysis and death. These risks are impossible to eliminate fully by even the most prudent and careful conduct on the part of OC Airport Owner, LLC, a limited liability company ("**Landlord**"). The following describes some, but not all, of the risks that are associated with your use of the Facilities: loss or theft of personal property; slips, trips, falls and other injuries while using the Facilities or equipment, workout equipment (such as treadmills, Stairmasters and the like), bathroom facilities, and stairs; misuse of equipment or Facilities, or failure of equipment or Facilities; accidents or other injuries involving the use of weight-lifting equipment and weights; the presence of other gym users and possible negligence or unruly behavior on their part which could cause you injury, and other risks not listed herein.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES** (defined below) or others and assume full responsibility for my use of the Facilities.
3. I willingly agree to comply with any terms and conditions for my use of the Facilities and to abide by all posted notices and rules governing general use of the Facilities. If I observe any unusual hazard during my use of the Facilities, I will bring such to the attention of Landlord. I expressly covenant that my use of the Facilities is of my own free will and I assume all risk associated with such use. I will not endanger others or myself while using the Facilities.
4. I have no physical or medical condition, which, to my knowledge, would endanger others or myself if I use the Facilities. I hereby consent to medical treatment, which may be deemed advisable in the event of injury, accident or illness occurring during my use of the Facilities. I hereby acknowledge that I am solely responsible for any hospital, medical or treatment costs arising out of any personal injury sustained by way of my use of the Facilities.
5. I hereby take action for myself, my executors, administrators, heirs, next of kin, representatives, successors and assigns, and all members of my family as follows and hereby agree to: (A) waive, release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may occur to me while using the Facilities, and covenant not to sue Landlord and its successors, assigns, affiliates, present and former direct and indirect owners, employees, managers, members, officers, directors, attorneys, agents and other representatives ("**Released Parties**"); and (B) defend, indemnify and hold harmless the Released Parties from any and all liability, claims, attorneys' fees or other loss made or incurred by other Released Parties, that arise as a result of my negligent actions or inactions connected with my use of the Facilities.

**I STATE THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AM LEGALLY COMPETENT TO SIGN THIS RELEASE OF LIABILITY, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**



## **GENERAL CLUBHOUSE RULES**

Tenant shall faithfully observe and comply with the following rules and regulations for The Clubhouse (the "General Clubhouse Rules"). Landlord shall not be responsible to Tenant for the nonperformance of any of the General Clubhouse Rules by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building.

- Tenant is welcome to invite up to two (2) guests over the age of 18 to join Tenant in The Clubhouse, while accompanied by Tenant.
- Tenant and its guests' use the facilities provided in The Clubhouse at their own risk.
- Tenant and its guests must abide by all rules established for The Clubhouse as they may be amended from time to time, and Tenant is responsible for ensuring that its guests comply with all rules of The Clubhouse.
- Dogs and any other pets, except for service dogs, are not permitted in The Clubhouse.
- Days and hours of operation of The Clubhouse are Monday through Sunday 5 am to 8 pm.
  - Use of The Clubhouse facilities is not available during building holidays.
  - Facilities may be closed from time to time for maintenance, repairs and other purposes deemed appropriate.
- No illegal substances will be allowed at any time in The Clubhouse.
- Smoking, chewing tobacco, and using smokeless tobacco and electronic cigarettes are prohibited.
- Proper attire, decorum, and consideration of the comfort of others must be always observed.
- Loud or offensive language is not tolerated at any time.
- As a courtesy to other guests, headphones must be used when using personal devices such as smartphones, laptops, and tablets.
- To protect the value of membership by maintaining the highest level of cleanliness and order, Tenant and its guests are asked to refrain from placing feet on or reclining across The Clubhouse furniture.
- Equipment must be returned to its proper place after use.
- Tenant's insurance under Section 10.3.1 of Tenant's Lease shall specifically cover Tenant's use and occupation of The Clubhouse including without limitation the requirement to maintain liquor liability insurance with respect to any use of the beer taps installed in The Clubhouse and/or the consumption of any outside alcoholic beverages within The Clubhouse.
  - If Tenant's employees desire access to the beer taps, each employee must be issued a "Tap Key". Landlord will issue a Tap Key to an employee of Tenant provided that Tenant notifies Landlord in writing that such employee is authorized to use a Tap Key (an "Authorized Tap Key User"), such employee signs this General Clubhouse Rules agreeing to comply with the rules and regulations herein, and Tenant must have previously provided evidence of Tenant's liquor liability insurance to Landlord prior to Tenant's employees gaining access to the Tap Key.
  - Use of each Tap Key is only valid for the employee of Tenant to whom it is issued. Each Authorized Tap Key User's Tap Key may not be shared with or loaned to others.
  - Each Authorized Tap Key User shall comply with the rules and regulations relating to the use of the Tap Key and any outside alcoholic beverages brought into The Clubhouse (if applicable).



- Outside alcoholic beverages must be pre-approved by management and may require additional insurance requirements and/or the event to be bartended by a licensed business.
- All alcohol must be contained to The Clubhouse.
- All food and beverage consumed in The Clubhouse must be properly disposed of by Tenant in designated waste receptacles.
- Management reserves the right to amend the General Clubhouse Rules as it deems necessary.
- Violation of the General Clubhouse Rules and/or rules pertaining to use of the Tap Keys contained herein shall result in loss of access privileges at the discretion of Management.
- Tenant shall indemnify, defend, protect and hold Landlord, its agents, employees, contractors, and representatives, harmless from and against any reasonable and actual costs, claims, damages, theft, causes of action and liability (the "Claims") which may arise by reasons of any occurrence attributable to or arising out of Tenant's use or occupation of The Clubhouse, and the actions, inactions, negligence or willful misconduct of, or any violation of any of these rules by, Tenant, Tenant's employees, guests, or invitees, or any party acting by, through or under Tenant including, without limitation, any caterers, contractors, subcontractors and other parties hired by Tenant to provide services at The Clubhouse (collectively, the "Tenant Parties").

*Tenant acknowledges that, if any of the Tenant Parties consume alcohol on the property owned by Landlord, Tenant is solely responsible for all damages suffered by Tenant and/or the Tenant Parties or that Tenant and/or the Tenant Parties may cause to third parties as a result of said consumption, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium. Landlord, its owners, operators, employees, agents, and servants are not responsible or liable for any damages to Tenant, Tenant Parties or third parties that result from the consumption of alcohol by Tenant Parties or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.*

**Airport Tower Fitness Classes and Personal Training**

**18881 Von Karman Avenue**

**Irvine, CA 92612**

**Release & Waiver**

The undersigned intends to voluntarily make use of the facilities, equipment and services or activities as it pertains to any and all fitness classes and/or personal training at Airport Tower (hereinafter the "Facilities"). The undersigned agrees that these Facilities are provided without representation or warranty, and that any use of the Facilities and/or participation in any activities in, on or about fitness classes and/or personal training carries a risk of personal injury, and hereby expressly agrees that all exercises and USE OF SUCH FACILITIES SHALL BE UNDERTAKEN AT THE UNDERSIGNED'S SOLE RISK and that the owner of said Facilities, OC Airport Owner, LLC and/or the agents or employees thereof, and any companies related to them as well as their contractors, directors, employees and representatives (hereinafter collectively the "Released Parties") shall not be liable for any claims, demands, injuries, damages, actions or causes of action whatsoever to the undersigned or the undersigned's property arising out of or connected with the undersigned's fitness class participation, personal training and use of the Facilities, and the undersigned does hereby expressly release and discharge the Released Parties therefrom and shall hold them harmless from and against all such claims, demands, injuries, damages, actions or causes of action. The undersigned grants permission for the undersigned's images to be used for the purpose of OC Airport Owner, LLC promotional material and publications and waives any rights of compensation or ownership thereto. The undersigned's signature verifies that the undersigned has read, understood and accepted the terms of this release and waiver agreement.

# Airport Tower Enrollment and Acknowledgment Form

Company Name: \_\_\_\_\_  
Suite # \_\_\_\_\_  
Employee Name: \_\_\_\_\_  
Building Access Card # \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Supervisor's Name and Phone # \_\_\_\_\_

## **Emergency Contact Information**

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Direct Phone # \_\_\_\_\_

**All fields are required. Please complete, check the acknowledgements and sign/date below.**

- I have fully informed myself and acknowledge The Hub Fitness Center Rules and Regulations.
- I have fully informed myself and acknowledge the General Clubhouse Rules.
  - I acknowledge that, should I consume alcohol on the property owned by OC Airport Owner, LLC, I am solely responsible for all damages suffered by myself or that I may cause to third parties as a result of said consumption, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium. OC Airport Owner, LLC, its owners, operators, employees, agents, and servants are not responsible or liable for any damages to me or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.
- I state that I am eighteen (18) years of age or older, have carefully read the User Release of Liability and Assumption of Risk Agreement, fully understand its terms, and understand that I have given up substantial rights by signing it, am legally competent to sign this release of liability, and sign it freely and voluntarily without any inducement.
- I have read, understood, and accepted the terms of the Airport Tower Fitness Class and Personal Training Release and Waiver agreement. I expressly agree that my participation in any fitness class or personal training is at my sole risk, and that I will be solely responsible for my use of the Facilities.

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_