

## **BANK OF AMERICA PLAZA**

### **SPECIAL EVENTS OVERVIEW**

At Bank of America Plaza we understand events and special gatherings between colleagues are important to your business. Whether it be a small mixer or a company holiday party we are here to support your needs. To ensure your experience is seamless, please review the Special Events Package and let us know if you have any questions. The Office of the Building is open Monday – Friday from 8:00 a.m. – 5:00 p.m. and can be reached at (213) 680-1900.

#### **SPECIAL EVENTS & AUDITORIUM NOTIFICATION FORM**

Tenants are required to fill out and submit Special Events Forms a minimum of (15) fifteen business days prior to the event. Once you have completed all fields in the required form please email to [Monica.caporal@brookfieldproperties.com](mailto:Monica.caporal@brookfieldproperties.com) & [Gloria.navejas@brookfieldproperties.com](mailto:Gloria.navejas@brookfieldproperties.com) for review. Upon Landlord approval you will receive a confirmation email for your event.

#### **COST OF SERVICES**

For your convenience, we have added a cost sheet with a list of additional services we provide. All additional services are billed and reflected on your monthly Miscellaneous Charges Invoice. Once determined what is required for your event, please indicate it on the Special Event/Auditorium Notification Forms and submit to Building Management.

#### **BUILDING REQUIREMENTS**

Below is a list of required forms you will need prior to your event. Please review each form and provide the necessary documents to the Building Management Office a minimum of (5) five business days prior to the event.

**Bank of America Plaza Common Area Use Agreement** – Landlord will provide the Agreement for execution after the event has been approved. Once fully executed by both Landlord and Tenant, Landlord will provide a copy to the Tenant for their records.

**Change of Use in a High-Rise Building** – All large events taking place on the property will require a fire permit. Please contact the Los Angeles Fire Department High-Rise Unit at (213) 978-3600 or email Ray Valles at [ray.valles@lacity.org](mailto:ray.valles@lacity.org) (3) three weeks prior to your event to discuss the details. Once all details have been finalized a copy of the permit must be submitted to the Building Management Office a minimum of (5) five business days prior to the event.

**Vendor Certificate of Insurance Requirements** – Please contact the Building Management Office to request the most current Vendor Certificate of Insurance Requirements. All Vendor Certificates of Insurance must match the vendor name on the Building Access Form.

**Building Access Form** – Tenants must fill out a Building Access Form in its entirety for all vendors accessing the interior/exterior property.

## **EVENT SPACE FLOOR PLANS**

To make the planning process easy we have included floor plans for you to plan the layout of your event in advance.

**North & West Lobby**

**West Exterior Plaza**

**Auditorium** - Indicate special requirements on the floor plan and email

[Gloria.navejas@brookfieldproperties.com](mailto:Gloria.navejas@brookfieldproperties.com)

## **RULES & REGULATIONS**

For easy accessibility we have included a summary of the Building Rules & Regulations that pertain to event planning and coordination. However, we encourage you visit our tenant website at [www.axiistenantapp.com/properties/bofa/](http://www.axiistenantapp.com/properties/bofa/) and review our General Building Rules & Regulations as these rules will still apply.

**Bank of America Plaza**  
**Special Event Notification Form**

Please contact Building Management for questions about reservations at (213) 680-1900

**EVENT INFORMATION**

Event Date and Time Frame: \_\_\_\_\_

Event Location:  North Lobby  West Lobby  West Exterior Plaza

**EVENT CONTACT**

Tenant Name: \_\_\_\_\_ Emergency Contact Person: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Emergency Contact #: \_\_\_\_\_  
 Email: \_\_\_\_\_

**EVENT DETAILS**

General Scope of Event: \_\_\_\_\_

Number of Attendees: \_\_\_\_\_ Setup Time: \_\_\_\_\_ Breakdown Time: \_\_\_\_\_

Caterer: \_\_\_\_\_

Entertainment: \_\_\_\_\_

Decorations & Addt'l Setup: \_\_\_\_\_

**RENTAL REQUIREMENTS - Indicate amount desired (See Cost of Services Sheet for Additional Details)**

8' Tables: \_\_\_\_\_ Chairs: \_\_\_\_\_ Stanchions/Cones: Y/N  
 6' Tables: \_\_\_\_\_ Trash Bins: \_\_\_\_\_

**BUILDING SERVICES REQUIRED**

**ENGINEERING**  # Required Cost: \$97.50 per hour (4) hours minimum  
 \*may be required

Special Requirements: \_\_\_\_\_

**SECURITY**  # Required Cost: \$62.50 per hour (4) hours minimum  
 \*may be required

Special Requirements: \_\_\_\_\_

**JANITORIAL**  # Required Cost: \$46.50 per hour (4) hours minimum - Required  
 Includes set up & clean up

Added Services (see cost sheet):

Please note Lobby Furniture Removal is required when using either Lobby unless otherwise requested and approved by Building Management. Exterior Plaza furniture cannot be removed under any circumstance.

**PARKING** Please contact the Parking Office at (213) 621-9302 for visitor parking.

Office of the Building must be notified a minimum of (15) fifteen business days prior to event

Authorized Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

**For Building Management Use Only:**

Distributed to:  OOB  Security  License Agreement Received  
 Engineering  Parking  Insurance Received  
 Janitorial  Fire Permit Received

**Bank of America Plaza**

**Auditorium Event Notification Form**

Please contact Building Management for questions about reservations at (213) 680-1900

**EVENT INFORMATION**

Event Date and Time Frame: \_\_\_\_\_

**EVENT CONTACT**

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

Emergency Contact Person: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

Emergency Contact #: \_\_\_\_\_

Email: \_\_\_\_\_

**EVENT DETAILS**

General Scope of Event: \_\_\_\_\_

Number of Attendees (max cap 196): \_\_\_\_\_

**RENTAL REQUIREMENTS - Indicate amount desired (See Cost of Services Sheet for Additional Details)**

Room Rental: \_\_\_\_\_

Chairs: \_\_\_\_\_

Podium: \_\_\_\_\_

Additional Rental per hour: \_\_\_\_\_

6' Tables: \_\_\_\_\_

Microphones: \_\_\_\_\_

8' Tables: \_\_\_\_\_

(2) Handhelds (5) Lapel available

Prescheduled Testing of Equipment: \_\_\_\_\_

Trash Bins: \_\_\_\_\_

Stanchions/Cones: Y/N

Name of Food Delivery Vendor (No on site food preparations will be allowed):

\*Vendor certificate of insurance and building access forms required (5) five business days before event

**BUILDING SERVICES REQUIRED**

**ENGINEERING**  # Required Cost: \$97.50 per hour (4) hours minimum  
\*required when using Audio/Visual Equipment

Special Requirements: \_\_\_\_\_

**SECURITY**  # Required Cost: \$62.50 per hour (4) hours minimum  
\*may be required

Special Requirements: \_\_\_\_\_

**JANITORIAL**  # Required Cost: \$46.50 per hour (4) hours minimum  
\*may be required

Special Requirements: \_\_\_\_\_

**PARKING** Please contact the Parking Office at (213) 621-9302 for visitor parking.

*Office of the Building must be notified a minimum of (15) fifteen business days prior to event*

Authorized Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

**For Building Management Use Only:**

Distributed to:  OOB  Security  
 Engineering  Parking  
 Janitorial

## Bank of America Plaza

### Cost of Services

#### BUILDING SERVICES

Engineering	\$97.50	per hour	(4) hours minimum
Security	\$62.50	per hour	(4) hours minimum
Janitorial	\$48.36	per hour	(4) hours minimum
Parking	<i>Please contact the Parking Office at (213) 621-9302 for visitor parking.</i>		

#### SPECIAL EVENT COSTS

Lobby Furniture Removal	\$93.00 each lobby (required for Lobby Events)		
Stanchions/Cones	\$62.50		

#### AUDITORIUM RENTAL FEE

Rental Fee	\$450.00 – (5) hours minimum		
Additional Rental Fee	\$125.00 per hour		
Preschedule Testing of Equipment	\$97.50 per hour		

#### EQUIPMENT RENTAL FEE

8Ft. Tables (linens not included)	\$25.00 each	*(17) available
6 Ft. Tables (linens not included)	\$22.00 each	*(5) available
Table Linen	\$54.00 each	*(20) available
Chairs	\$22.75 each	*(35) available (non-folding)
Trash Bin+Trash Cover	\$41.34 each	*(10) available
Podium	\$50.00	*Auditorium use only *(1) available
Microphones	\$70.00 each	*Auditorium use only *(2) handhelds (5) lapels

## COMMON AREA USE AGREEMENT

DATE: Date  
PROJECT: Bank of America Plaza, located at 333 South Hope Street, Los Angeles California  
LICENSOR: 333 South Hope Co., LLC, a Delaware limited liability company  
LICENSEE: Tenant Legal Name  
AREA: Specified Area of the PROJECT, as specified in Exhibit A to this Agreement.  
EVENT: Tenant will cater lunch for employees with live entertainment  
EVENT DATE(S): Date  
EVENT TIME: Setup Period: 10:00am - 12:00pm  
Time of EVENT: 12:00pm - 2:00pm  
Takedown Period: 2:00pm - 3:00pm  
FEE: \$0.00

### BACKGROUND

- A. LICENSOR is the owner of the PROJECT defined above.
- B. LICENSEE desires to use the AREA at the PROJECT for the EVENT at the DATE/TIME, all as defined above. LICENSOR agrees that LICENSEE may do so subject to the following terms and conditions:

### AGREEMENT

1. For the EVENT TIME on the EVENT DATE(S), LICENSOR will provide LICENSEE with exclusive use of the AREA. LICENSEE will use the AREA solely for the EVENT and for no other use.
2. The AREA is provided to LICENSEE in its as-is condition, and LICENSOR shall have no obligation to improve the AREA for LICENSEE'S use. Notwithstanding the foregoing, LICENSOR will tender the AREA to LICENSEE in a broom clean condition. LICENSEE may not modify or alter the AREA, including any finishes or any improvements to the AREA (except for installation of removable furnishings and removable decorations), without LICENSOR'S prior written consent, which may be withheld in LICENSOR'S sole discretion.
3. Upon completion of the EVENT, LICENSEE shall tender the AREA back to LICENSOR vacant, free of any personal property of LICENSEE (or any contractor or agent of LICENSEE), in broom clean condition and otherwise in the same condition as when delivered to LICENSEE.
4. Not later than 5 business days prior to the EVENT DATE, LICENSEE will pay to LICENSOR the FEE in a single lump sum by check payable to LICENSOR.
5. If the AREA is interior (as opposed to a location outdoors), then the FEE will include the use of electricity for convenience power and lighting from then existing sources, and air conditioning of the AREA from then existing sources. LICENSOR does not warrant that existing air conditioning to the AREA will be suitable or sufficient for the EVENT, and LICENSEE acknowledges and accepts the risk that the concentration of people and equipment at the EVENT may adversely affect the ability of the existing air condition to render the AREA comfortable for use for the EVENT.
6. The FEE does not include any janitorial or security services that may be necessary to secure the AREA or put the AREA into the condition required under this Agreement for delivery to LICENSOR. To the extent that LICENSEE requests and LICENSOR provides any such additional services, then LICENSEE will be subject to separate billing for the same by LICENSOR at LICENSOR'S scheduled rates for such services, which may include a LICENSOR'S reasonable administration fee.
7. If alcoholic beverages will be served at the EVENT, then LICENSEE shall contract with an independent caterer or bartending service that is duly licensed and having all required permits and access control required under

applicable law. No cooking shall be performed in any interior AREA (except the heating of prepared food) without LICENSOR'S prior consent.

8. LICENSEE will indemnify and defend LICENSOR and each of its affiliates, and their respective directors, officers, employees and contractors harmless from and against all claims, losses, or damages arising from:

- (a) Any accident or occurrence on or about the AREA, except to the extent caused by LICENSOR'S gross negligence or willful misconduct; or
- (b) The negligence or willful misconduct of LICENSEE, any independent contractor of LICENSEE engaged by LICENSEE in connection with the EVENT, or any of their respective directors, officers or employees, in or about the PROJECT.

9 LICENSEE and each of its contractors engaged by LICENSEE in connection with the EVENT must for the duration of the EVENT obtain and maintain the coverage described in the Insurance Requirements attached hereto as Exhibit B. A certificate (or certificates) for all of coverage required in a form reasonably acceptable to LICENSOR must be provided by LICENSEE to LICENSOR before LICENSEE will be granted access to the PROJECT AND AREA.

10. LICENSEE waives all claims, losses, or damages against LICENSOR and each affiliate for any peril insured or required to be insured by LICENSEE under section (a)(2) of the Insurance Requirements attached hereto as Exhibit B. In no event will LICENSOR or any affiliate be liable to LICENSEE for any special or consequential damages (such as interruption of business, loss of income, or loss of opportunity).

11. LICENSEE shall designate a representative employee or agent as its EVENT representative that shall be present at the AREA substantially all of the EVENT TIME for each of the EVENT DATE(S). Upon LICENSOR'S request to such representative, LICENSEE shall promptly correct any condition created by LICENSEE (or LICENSEE'S contractors) that LICENSOR reasonably believes represents a hazard to persons or the PROJECT. LICENSOR shall at all times comply with the Rules and Regulations attached hereto as Exhibit C.

12. Notwithstanding any other provision contained in this AGREEMENT to the contrary, LICENSEE shall look only to the assets of LICENSOR for the satisfaction of any liability of LICENSOR under this AGREEMENT.

**LICENSOR AND LICENSEE EXECUTE THIS COMMON AREA USE AGREEMENT AS FOLLOWS:**

**LICENSEE**

**LICENSOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

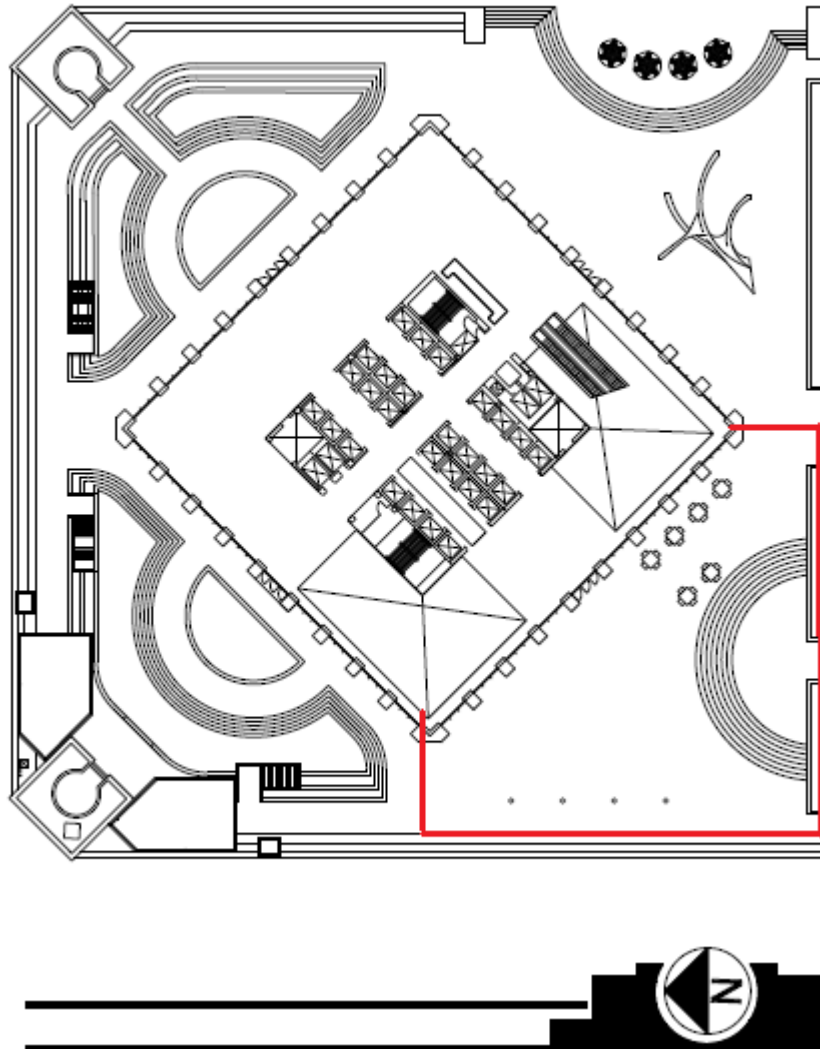
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Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A – AREA OF EVENT**

**Western Exterior Plaza Floor Plan**





## EXHIBIT B – INSURANCE REQUIREMENTS

- (a) The following types of coverage and limits:
- (1) **Commercial General Liability** insurance with limits of not less than \$1 million for each occurrence and \$2 million in the aggregate;
  - (2) **All risk insurance** (including standard extended coverage endorsement perils, leakage from fire protective devices and other water damage) covering the full replacement cost of the personal property used by LICENSEE in connection with the EVENT or in or about the PROJECT or AREA. Such insurance shall include a clause or endorsement whereby the insurer waives its right of subrogation against LICENSOR.
  - (3) **Automobile Liability** insurance with limits of not less than \$1 million combined single limit;
  - (4) **Employers' Liability** insurance with limits of not less than \$1 million combined single limit; and
  - (5) **Workers Compensation** insurance to the extent required by law.
- (b) Each policy will be in effect throughout the duration of the EVENT and will not be cancelled unless 10 days prior written notice of such cancellation is given to LICENSOR.
- (c) LICENSOR named as the Certificate Holder, and the certificate be sent to LICENSOR care of:
- 333 South Hope Co., LLC  
333 South Hope Street  
Los Angeles, CA 90071
- (d) Each policy shall name the following as an additional insured:
- Brookfield DTLA Holdings LLC, 333 South Hope Co. LLC, Brookfield Properties Management (CA) Inc., and their respective affiliates, shareholders, members (including members of members), partners (including partners of partners), subsidiaries and related entities, and each of their respective successors and assigns and Wilmington Trust Co., as Trustee for the registered holders of Wells Fargo Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2014-C22, and each of their respective successors and assigns.
- (e) Each Certificate shall either reference the address of the PROJECT at which the services will be provided, or indicate that it is with respect to "All Operations."

## EXHIBIT C – RULES AND REGULATIONS

1. **LICENSOR's Entry.** LICENSOR may enter the AREA at all reasonable times.
2. **Right to Exclude.** LICENSOR may require that LICENSEE and each of its contractors, and their respective employees, and LICENSEE'S guests comply with each reasonable security measure that LICENSOR may establish as a condition entry to the AREA or PROJECT. LICENSOR may exclude or expel from the Project any person who, in LICENSOR's reasonable opinion, is intoxicated or under the influence of drugs.
3. **Obstructions.** Except in the AREA, LICENSEE will not cause the common areas, sidewalks or driveways to be obstructed. LICENSOR may, at LICENSEE's expense, remove any such obstruction.
4. **Trash.** LICENSEE may not litter and shall promptly clean up any materials that are dropped by guests in or about the PROJECT that are handed out by LICENSEE. LICENSEE will place trash in only those receptacles designated by LICENSOR for removal by LICENSOR.
5. **Public Safety.** LICENSEE will not throw anything out of doors, windows or skylights, down passageways or over walls. LICENSEE will not use any fire exits or stairways in the PROJECT except in case of emergency. Firearms, weapons, explosives, flammable materials and other hazardous liquids and materials may not be brought into or stored in the AREA, PROJECT or Project without the prior written consent of LICENSOR, which LICENSOR may withhold or condition in LICENSOR's sole discretion, excepting reasonable quantities of customary cleaning supplies. LICENSEE must comply with all life safety programs established by LICENSOR or required by law and use its best efforts to cause each of LICENSEE's employees, invitees and guests to likewise comply, including participation in drills. LICENSEE will provide LICENSOR with the names and telephone numbers of representatives of LICENSEE that may be contacted in an emergency, and of all changes in personnel that may access the AREA.
6. **Aesthetics.** Unless LICENSEE obtains LICENSOR's prior written consent (which may be withheld in LICENSOR's sole discretion), LICENSEE may not erect any structures in the AREA or PROJECT.
7. **Bicycles.** LICENSEE may not bring bicycles, scooters, or other means of personal conveyance (other than medically prescribed devices for use by the physically impaired) into the PROJECT or AREA, and such devices must be parked in areas designated by LICENSOR.
8. **Animals.** LICENSEE may not bring any birds or animals, excepting seeing-eye/assistance dogs, into the PROJECT or AREA.
9. **Elevators.** Any use of the freight elevators must be scheduled through the office of the Property Manager.
10. **Moving and Deliveries.** Moving of LICENSEE'S personal property and deliveries of materials and supplies to the AREA must be made during the times and through the entrances, elevators and corridors reasonably designated by LICENSOR. Any hand truck or other conveyance used in the Common Areas must be equipped with rubber tires and rubber side guards to prevent damage to the PROJECT and its property. LICENSEE will reimburse LICENSOR for the cost of repairing any damage to the PROJECT or its property caused by LICENSEE.
11. **Solicitation.** Canvassing, soliciting and peddling in the PROJECT (except as permitted for the EVENT in the AREA) are prohibited.
12. **Food and Vending Machines.** Except as permitted for the EVENT, LICENSEE will not use the AREA for preparing or dispensing food, or soliciting of orders for sale, or serving or distribution of food.
13. **No Smoking.** Neither LICENSEE, its contractors or any of their respective employees shall smoke or permit smoking in the AREA or in any interior part of the PROJECT. LICENSOR may designate the PROJECT as a non-smoking area or specify only those areas in the PROJECT in which smoking is permitted.

# BANK OF AMERICA PLAZA

## ACCESS REQUEST FORM

**Brookfield**  
Properties

All access forms *must* be submitted 24 - 48 business hours prior to scheduled work.

Tenant Name:

Tenant Floor:

Tenant Suite:

Requested By:

### Vendor Information

\*Certificate of insurance is required. For insurance requirements please contact the Office of the Building.

Vendor Name:

Vendor Contact Person:

Date (s) Access Required:

Time Access Required:

Describe the scope of work:

Special Requirements:

**Freight Elevator Reservation**  
Mon - Fri 7p - 6a, anytime weekends & Holidays  
Cost: \$65.00 per hour (4) hour minimum

**Loading Dock Reservation**

Yes  Start Time: \_\_\_\_\_

Yes  Start Time: \_\_\_\_\_

No  End Time: \_\_\_\_\_

No  End Time: \_\_\_\_\_

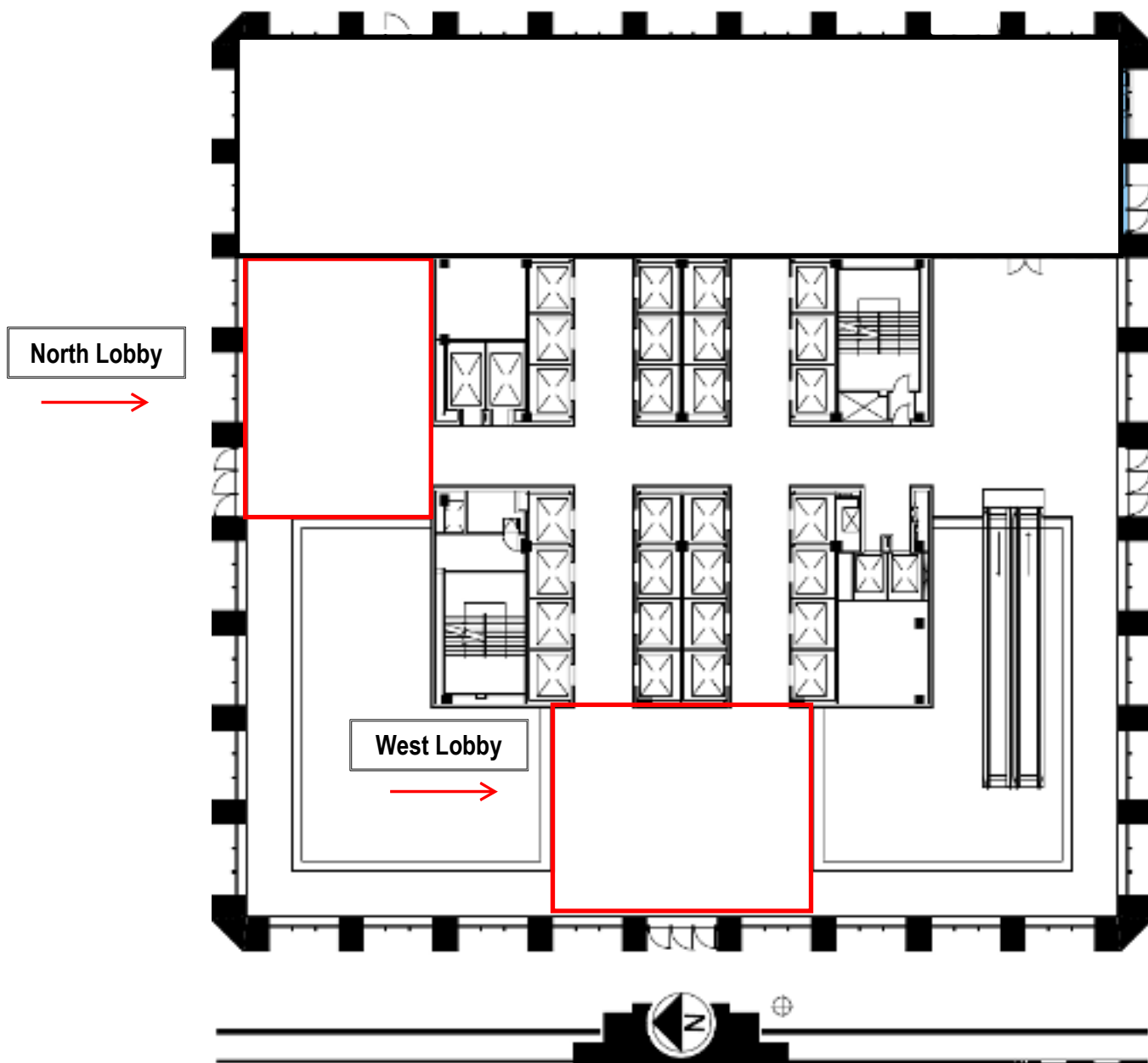
### Office of the Building Use Only

Building Management Approval: \_\_\_\_\_  
Print Name

Insurance Received

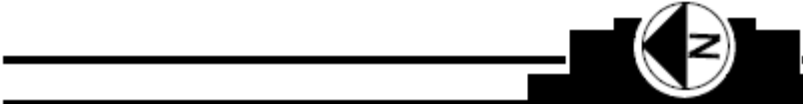
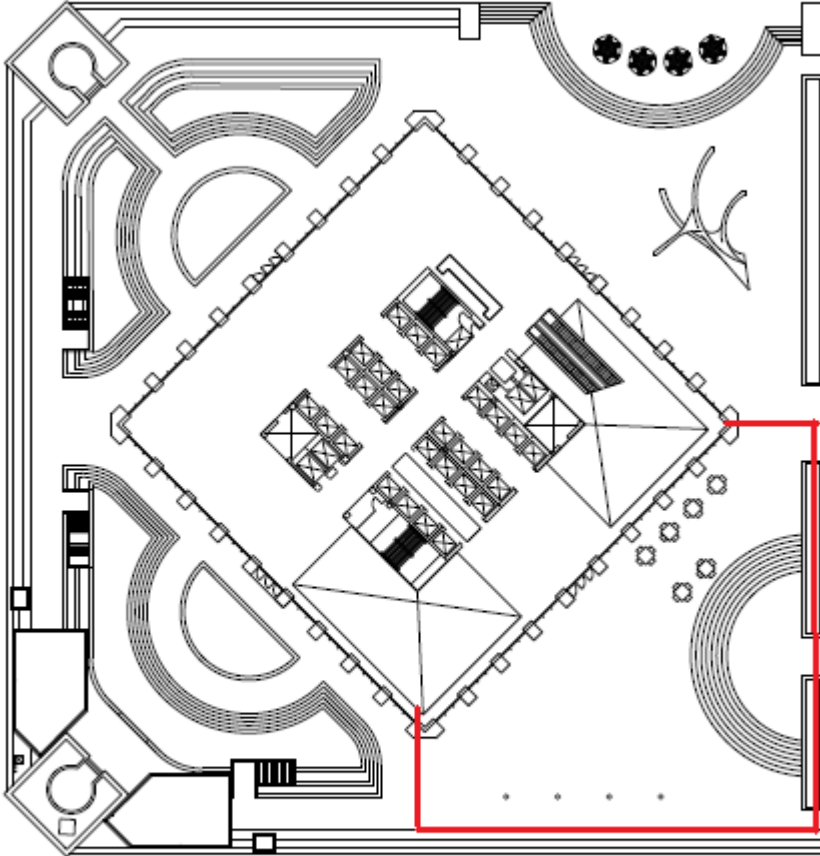
# Bank of America Plaza

## Lobby Floor Plan



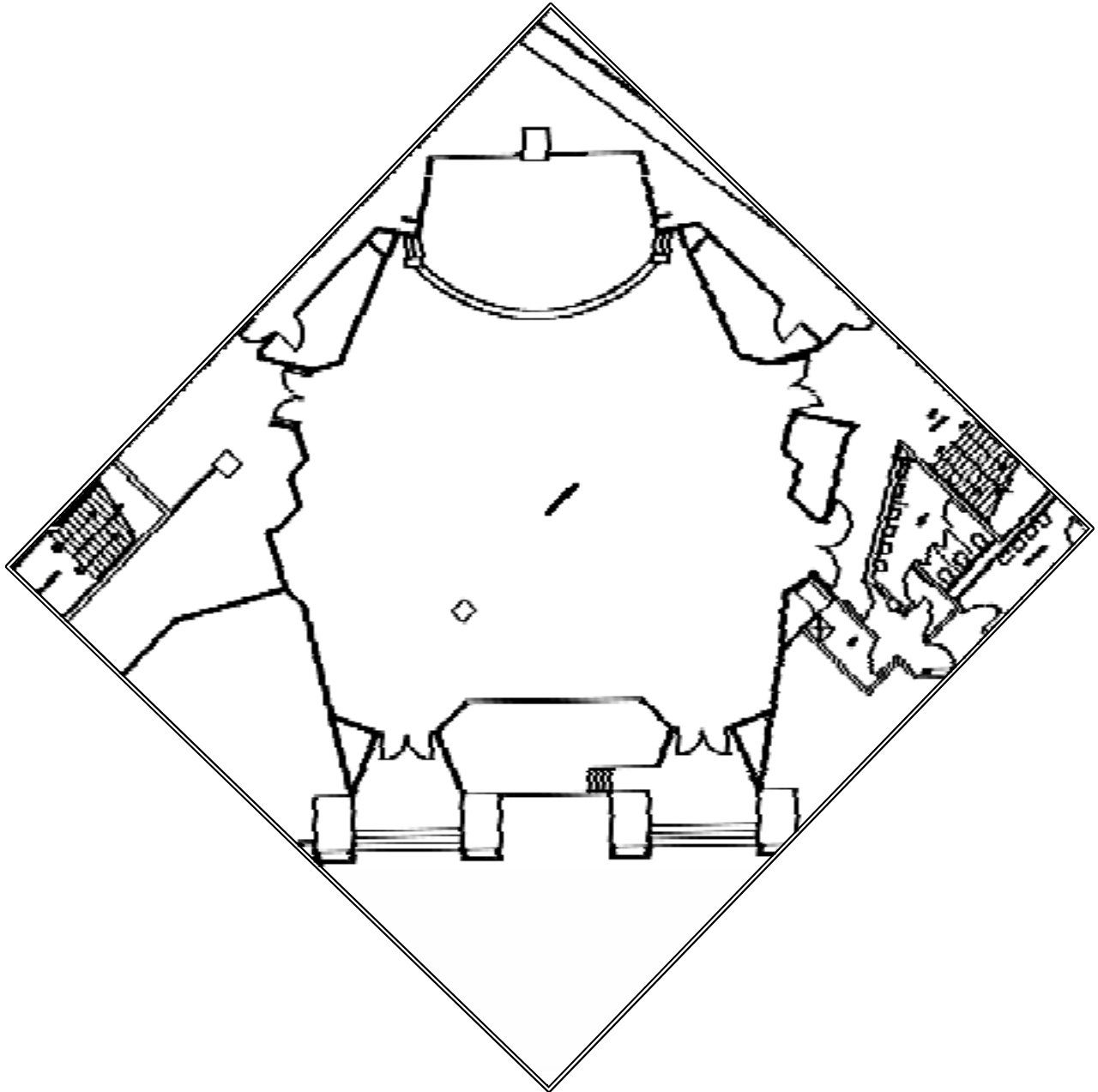
**Bank of America Plaza**

**West Exterior Plaza**



## Bank of America Plaza

### Auditorium Floor Plan



Please indicate desired location of equipment and email [Gloria.navejas@brookfieldproperties.com](mailto:Gloria.navejas@brookfieldproperties.com)

## **Bank of America Plaza**

### **Building Event Rules & Regulations**

At Bank of America Plaza we pride ourselves in providing a pristine and positive business environment for you and your employees. In order to maintain this Class A presence, we would appreciate your cooperation in observing the following Event Rules & Regulations at the property. While these rules are directly related to event planning, we also ask that you observe the General Rules & Regulations which can be found at [www.axiistenantapp.com/properties/bofa/](http://www.axiistenantapp.com/properties/bofa/) If you have any questions, please feel free to contact the Office of the Building Monday – Friday from 8:00 a.m. – 5:00 p.m. at (213) 680-1900.

#### **BUILDING IMAGE**

Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization, or use the name of the Building for any purpose other than that of the business address of Tenant, or use any picture of likeness or the Building name or logo in any letterheads, envelopes, circulars, or notices, without Owner's expressed consent in writing, which consent may be unreasonably withheld.

#### **REQUIRED DOCUMENTATION**

Tenants must submit all required documents to the Office of the Building by their deadlines to ensure availability of event space and building staff. Required documents include Special Event Form or Auditorium Notification Form, Temporary Use of Indemnity Agreement, Fire Permit signed and approved by the Los Angeles Fire Department High Rise Unit, Building Access Form and Vendor Certificates of Insurance.

#### **SIGNS & ADVERTISING**

No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by Tenant in or on any part of the outside or inside of the Building or parking facilities without prior written consent of Owner.

#### **LOADING DOCK**

The loading dock is intended for large vehicles exceeding 6'6" and should only be utilized for loading and unloading. All vehicles that meet the height requirement of 6'6" will need to park in visitor parking and tenant will be responsible for vendor's validation. Parking on the dock more than 20 minutes is not allowed without special permission from the Building Management Office. Vehicle size limitations for loading dock is as follows: Dock Platform Height: 4'5", Maximum Vehicle Length: 40', Maximum Vehicle Height: 12' 6".

## **FREIGHT ELEVATOR**

All vendors must use the freight elevator when making deliveries. Freight elevator dimensions are as follows: Door Height: 8'6", Door Width: 4'0", Hatch Opening: 24" W x 16" D, Cab Height: 10', Cab Width: 5'6", Cab Depth: 9'7", Diagonal Clearance: 10'10", Load Limit: 6,000 lbs., Door Opening on Normal Floors: 4', Door Opening on Plaza Level: 3'3", Door Opening on Concourse Level: 3'3", Door Opening on A – H Levels: 4'.

## **OBSTRUCTIONS**

Tenant shall not block or obstruct any of the public sidewalk entries, parking areas or courtyards adjacent to the building, passageways, doors, corridors, elevator doors, freight elevator lobbies, hallways or stairways of the building.

Tenant shall not place, empty, or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of Tenant, its licensees and invitees.

## **SMOKE FREE**

This property is a smoke free building; smoking is prohibited in the lobby and other common areas, all elevators, restrooms, the elevator lobby on each floor (even if such floor is occupied by only one Tenant) and the parking garage.

## **SOLICITING & PEDDLING**

Canvassing, soliciting, peddling, and distribution of handbills and other advertising material in the building is prohibited. Tenant shall cooperate to prevent the same and shall promptly report such activities to the Office of the Building.