



THE BREAKERS' ON-SITE WORKING CONDITIONS/ LOAD IN/LOAD OUT POLICY

VENDOR NAME

BREAKERS DEPARTMENT

The following terms and conditions are the Working Conditions that apply to all contractors, sub-contractor(s), and their employees and agents (collectively referred to as "CONTRACTOR") who perform work at locations owned and managed by THE BREAKERS PALM BEACH, INC. ("THE BREAKERS").

It is CONTRACTOR's responsibility to communicate these Working Conditions to all sub-contractor(s), employees and agents. CONTRACTOR is ultimately responsible for compliance.

These Working Conditions are not all inclusive, and may be changed and/or amended at any time by THE BREAKERS.

PRIOR TO ON-SITE WORK

1. ADMINISTRATIVE

- a. A signed copy of these Working Conditions, a copy of CONTRACTOR'S Certificate of Insurance and a Truck Schedule (if applicable) must be returned to THE BREAKERS' Contract Administration office and the PROJECT MANAGER prior to any access being granted to CONTRACTOR.
- b. CONTRACTOR must conform to all license and bonding requirements required by federal, state, county or local government agencies. All individuals working for CONTRACTOR must be bondable.
- c. THE BREAKERS has a list of qualified and PREFERRED sub-contractors and suppliers for almost every trade. CONTRACTOR agrees to use these sub-contractors and suppliers, when possible.
 - i. CONTRACTOR must list the names of all proposed sub-contractor(s) and suppliers and submit the list to THE BREAKERS's PROJECT MANAGER, preferably at the time of bid/proposal; however, if that is not possible, then the list must be submitted before the time of approval of the contract.
 - ii. THE BREAKERS has the right to not accept any sub-contractor or supplier submitted by CONTRACTOR, with or without cause.
- d. Before work begins, CONTRACTOR must advise THE BREAKERS' Director of Materials Management of any chemicals and/or hazardous materials that are to be brought onto THEBREAKERS' premises to perform work. Two (2) copies of MSDS/SDS fact sheets must also be submitted to the Director of Materials Management, so that a record can be established, and such information can be distributed internally as necessary.
- e. CONTRACTOR shall be responsible to ensure that all individuals working for CONTRACTOR at THE BREAKERS are in compliance with U.S. immigration laws.
- f. CONTRACTOR shall be responsible to conduct a criminal background check for all individuals working for CONTRACTOR at THE BREAKERS to ensure that no such individual has a criminal background that would create an unreasonable risk to THE BREAKERS, its property, employees, residents, guests or members arising from the exposure created by the access granted to such individual and work such individual will perform on THE BREAKERS property.

2. DELIVERIES

- a. It is the responsibility of CONTRACTOR to receive deliveries from their suppliers at their own warehouse, or at the receiving site designated by the PROJECT MANAGER.
- b. All necessary materials must be delivered to the job site at the receiving site designated by the PROJECT MANAGER, and at the most convenient time and day for THE BREAKERS as directed by PROJECT MANAGER.
- c. CONTRACTOR must be present at the designated receiving site at the time of delivery so as to ensure unloading is done without hampering THE BREAKERS' operations. It is NOT the responsibility of THE BREAKERS' Receiving Department to locate CONTRACTOR when the shipment arrives.
- d. If delivery problems occur, THE BREAKERS' Receiving Department shall have the right to refuse CONTRACTOR's delivery.

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3. TOOL AND EQUIPMENT / LIFTS / CARTS / POWER REQUIREMENTS

- a. Absent prior written agreement, CONTRACTOR must supply all tools and equipment required for the work to be performed. Tools and equipment will not be loaned by THE BREAKERS.
- b. All equipment and tools must be secured at the end of each work shift. If possible, and only when pre-arranged, PROJECT MANAGER will provide a storage area for such tools and equipment that need to be left at THE BREAKERS' premises overnight. However, THE BREAKERS is not responsible for the damage or loss of any such property.
- c. Genie lifts, self-powered scissor lifts, ladders or other equipment may be available from THE BREAKERS on a first-come, first-served basis, for a charge. Requests must be submitted in advance to the PROJECT MANAGER.
- d. THE BREAKERS will not provide forklifts or any other mobile cart. CONTRACTOR's forklifts or mobile carts must have non-skid, white rubber wheels (or covers) to be used on THE BREAKERS' property.
- e. All power requirements must be submitted in advance to the PROJECT MANAGER. Fees may apply and will be billed to a group master account, as appropriate.
- f. Exhibit companies are required to run electric to exhibit booths and the exhibit company will be charged for a power drop provided by THE BREAKERS.

4. DRESS CODE AND APPEARANCE STANDARDS

- a. CONTRACTOR must wear uniform shirts with CONTRACTOR name and/or logo, and a visitor identification badge.
- b. No shorts are permitted.
- c. Clean and undamaged closed toe work shoes are to be worn.
- d. Appropriate grooming and hygiene are required.
- e. THE BREAKERS reserves the right to remove any CONTRACTOR whose appearance is unacceptable to THE BREAKERS.

ACCESS, PARKING AND REPORTING FOR WORK

5. DAILY ACCESS / REQUIRED IDENTIFICATION

- a. Each time CONTRACTOR reports to THE BREAKERS' property, each individual must check-in with THE BREAKERS' Security at the North or South security entrance gate, or otherwise as directed by the PROJECT MANAGER.
- b. Each individual must provide THE BREAKERS' Security with a valid driver's license and/or other state issued picture identification card for a security check, which may include a criminal background check.
- c. In order to manage risk to THE BREAKERS' property, employees and guests, THE BREAKERS reserves the right to approve or reject any individual from working on THE BREAKERS' property, with or without cause.
- d. Once approved, a visitor identification badge will be issued to CONTRACTOR and MUST BE WORN AND VISIBLE AT ALL TIMES WHILE ON THE BREAKERS' PROPERTY. Failure to wear a current, visible visitor identification badge will result in revocation of access.
- e. All CONTRACTOR's must agree to a temperature screen before entering property. Any CONTRACTOR with a temperature reading of 100.4 degrees or higher will be denied access to property.
- f. All CONTRACTOR's must wear a facial covering at all times while on property. If at any time a CONTRACTOR is found on property without properly wearing a facial covering, the CONTRACTOR must leave property.

6. PARKING

- a. CONTRACTOR must park all vehicles (company and private) in the areas designated by PROJECT MANAGER and confirmed by Security at check-in. Parking assignments may change daily and therefore must be confirmed daily by CONTRACTOR with Security.
- b. If the employees or agents of CONTRACTOR park in any other areas, the vehicle may be towed away at the vehicle owner's expense.

7. REPORTING FOR WORK / WORK AREAS AND ACCESS / RESTROOMS / WORKING HOURS

- a. CONTRACTOR must proceed directly to the work area designated by the PROJECT MANAGER and/or Security and must remain in the assigned work area at all times.
- b. CONTRACTOR may not use THE BREAKERS' public and/or guest areas to travel to the assigned work area or between work areas. Back of house walkways, stairs or service elevators must be used at all times.
- c. CONTRACTOR may not use any public and/or guest restroom facility. Restroom facilities for CONTRACTORS are located in the basement, or as designated by PROJECT MANAGER.
- d. If required, CONTRACTOR shall provide port-o-lets which must be pre-approved by THE BREAKERS' Director of Materials Management.
- e. The PROJECT MANAGER will designate acceptable start and stop times for work, depending on the type of work to be performed and occupancy of the work area.

8. MEALS AND FOOD / DRINK ON PROPERTY

- a. No food or beverage are allowed on THE BREAKERS' property, except in the employee cafeteria or other areas designated by the PROJECT MANAGER. CONTRACTOR may not use any guest facilities for food and/or drink.
- b. CONTRACTORs who are on duty at THE BREAKERS may purchase food items in the employee cafeteria and pay the CONTRACTOR meal price as posted. Cafeteria seating is restricted for employees only between the hours of 11:00 a.m. and 1:00 p.m. due to capacity limits.

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9. GENERAL CONDUCT

- a. No loud, profane or abusive language.
- b. No smoking, alcohol or illegal drugs.
- c. THE BREAKERS reserves the right to remove any CONTRACTOR whose conduct or language is unacceptable to THE BREAKERS.

10. WASTE DISPOSAL AND RECYCLING

- a. All waste and recyclable materials must be disposed of in the proper containers: trash in trash receptacles, recyclable paper products in yellow recycling containers and glass/aluminum and plastic recyclables in blue recycling containers.
- b. Large trash items should be disposed of in the trash compactor located in the hotel basement. The disposal of large amounts of waste materials should be coordinated with the PROJECT MANAGER.

SAFETY AND SECURITY

11. SAFETY AND INJURY

- a. THE BREAKERS requires that a safe working environment be a top priority for all CONTRACTORS.
- b. CONTRACTOR is responsible for the work safety and training of all employees and agents, using OSHA and EPA standards as minimum requirements.
- c. While at THE BREAKERS, CONTRACTOR agrees to comply with OSHA rules on worker safety as minimum standards. If local, and/or state governments and/or THE BREAKERS have more stringent rules that apply to CONTRACTOR's work, CONTRACTOR will comply with such rules.
- d. It is the responsibility of CONTRACTOR to handle the injuries of its own employees. If paramedics and/or an ambulance is to be called, notify THE BREAKERS' security office (if on THE BREAKERS premises) to call for such services. If at other sites, CONTRACTOR shall call for such services directly.
- e. THE BREAKERS will have no responsibility and/or obligation for any injury by employees or agents of CONTRACTOR when injury occurs on THE BREAKERS' premises, including illness resulting from exposure to COVID-19.

12. FIRE SAFETY FOR GROUP FUNCTIONS

- a. CONTRACTOR agrees that ALL materials provided for functions at THE BREAKERS shall conform to local, state and federal fire code requirements. All inquiries should be directed to the Town of Palm Beach Fire Marshall, located at Fire Station 1, 360 South County Road, Palm Beach, Florida 33480. Phone (561) 227-6440. Fax (561) 838-5427.
- b. All floor plans indicating attendee seating, staging and room ingress and egress must be submitted to and approved by the Town of Palm Beach Fire Marshall to ensure compliance with Life Safety Codes.
- c. All flown or suspended materials must be non-flammable and must conform to the fire regulations of the Town of Palm Beach Fire Marshall.

13. HAZARDOUS/TOXIC MATERIALS

- a. CONTRACTOR must keep a complete record of hazardous/toxic products and materials, together with appropriate MSDS/SDS sheets relevant to the awarded work/project.
- b. CONTRACTOR affirms that it is in complete compliance with the requirements of the HAZARD COMMUNICATIONS STANDARD (29 CFR 1926.59) rule by OSHA; and any other applicable governmental rules and regulations, including but not limited to OSHA and EPA.
- c. CONTRACTOR shall have a copy of such records kept at the job site at all times for OSHA inspector, and for inspection by THE BREAKERS, if requested.
- d. The CONTRACTOR shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without consent, including but not limited to the detection, abatement, encapsulation, or removal of asbestos or products, materials or equipment containing asbestos.
- e. THE BREAKERS shall notify CONTRACTOR, in writing, if any known hazardous materials, including without limitation, asbestos, are present at the job site.
- f. THE BREAKERS shall take adequate precautions to protect CONTRACTOR, its employees, agents and sub-contractors from such known hazardous materials and will arrange for others to remove or encapsulate such known hazardous materials if necessary.

14. SECURITY OF PROPERTY

- a. Materials or equipment brought to THE BREAKERS by CONTRACTOR shall remain the property of the CONTRACTOR. It is the responsibility of the CONTRACTOR to arrange for the security of its property while on THE BREAKERS' premises.
- b. CONTRACTORS that are not on THE BREAKERS' preferred vendor list are assigned security supervision to ensure adherence to our policies and the applicable master account is charged at an hourly rate for the duration of supervision. THE BREAKERS assumes no responsibility or liability for the safety and security of property left on THE BREAKERS' premises.
- c. Contractor shall promptly remedy damage and loss to THE BREAKERS' property, or other property at the site, caused in whole or in part by CONTRACTOR or by anyone for whose acts CONTRACTOR is responsible. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations listed under paragraph 20.

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15. MINIMUM STANDARDS FOR BALLROOMS AND GROUP FUNCTIONS

- a. Excessive weight in any room requires pre-approval by PROJECT MANAGER.
- b. CONTRACTOR must provide visqueen for floor protection during load-in/load-out.
- c. All wheels/casters must be non-marking and suitable for the floor-type (carpet, terrazzo, marble)
- d. No hangings of any type from THE BREAKERS' light fixtures.
- e. No nails, staples, pins or tapes are to be used on walls, ceilings, draperies, tables or chairs.
- f. All wires and cables are to be taped down with gaffer tape only. No duct tape is to be used.
- g. No glitter materials are to be used in any location.
- h. Hazers (fog machines) must be water-based only. Notify PROJECT MANAGER of proposed use before testing or use.
- i. All screens require dress kits.
- j. All tech tables require tech surrounds.
- k. Back up AV equipment is required to support redundancy and be self-sufficient.
- l. Approved entertainment must contact PROJECT MANAGER and sound checks conducted for approved volume (decibel level).
- m. THE BREAKERS' ballrooms are not securable. Security may be hired by contacting your PROJECT MANAGER and will be billed to the appropriate Group Master Account.
- n. Rooms must be ready at least 30 minutes prior to event start time.
- o. On departure, ballrooms must be in same condition as on arrival, with all trash removed by CONTRACTOR.

PAYMENT / NOTICE TO OWNER / MECHANICAL RELEASE - WAIVER OF LIEN

16. PAYMENT AND SUBMISSION

- a. Depending on the contractual terms, a request for payment may be submitted on an invoice; or such payment request is to be on the AIA (BPBI modified) Payment Request Certificate form (master blank given at the time of approval of contract/Letter of Agreement by THE BREAKERS).
- b. All payment requests shall be directly mailed to THE BREAKERS PALM BEACH, PO Box 910, Palm Beach, FL 33480, and Attention Accounts Payable department for initiating the payment review and approval process. THE BREAKERS will not be responsible for payment delays when CONTRACTOR submits the payment requests to an office other than Accounts Payable.
- c. For CONTRACTORS hired by Conference Services for group events, it is required that all bills be submitted to Conference Billing for posting to group master accounts. Conference Billing posts charges to group master accounts then sends to Accounts Payable to process for payment.

17. CONTRACTOR'S AFFIDAVIT AND SUB-CONTRACTOR'S MECHANICAL RELEASE/WAIVER OF LIEN

- a. When requesting payment, CONTRACTOR must also submit a BPBI Contractor's Payment Affidavit and a BPBI Sub-Contractor's Mechanical Release/Waiver of Lien (master blanks will be distributed at the time of signing the contract or approving the Letter of Agreement by THE BREAKERS). Such documents are especially important for submission when the CONTRACTOR is requesting the final payment. Otherwise, all payment requests will be denied and returned by THE BREAKERS's Accounts Payable.

18. NOTICE TO OWNER

- a. If applicable, CONTRACTOR agrees that when a NOTICE TO OWNER ("NTO") is to be filed, may it be by the CONTRACTOR, its sub-contractor(s) and/or supplier(s), all the pertinent information must be given and included on the notice so that THE BREAKERS may distinguish the project to which the NTO belongs, and properly apply the NTO for record keeping. The information is to include: project number, project name, contract or PO number, type of service rendered and/or products supplied.

INSURANCE AND INDEMNIFICATION

19. CONTRACTOR shall carry and maintain minimum insurance coverage, during the term of this Agreement, as follows:

A.	COMPREHENSIVE GENERAL LIABILITY	\$ 1,000,000.00
	With aggregate	\$ 2,000,000.00
	Medical Expense (any one person)	\$ 5,000.00
	Damage to Premises	\$ 100,000.00
B.	PRODUCT LIABILITY (if applicable)	\$ 1,000,000.00
C.	AUTOMOBILE LIABILITY	\$ 300,000.00
D.	WORKMEN'S COMPENSATION, Florida State law	Statutory Limit
		Including Employer's Liability
E.	EXCESS/UMBRELLA LIABILITY	\$ 2,000,000.00

The insurance must be primary and non-contributory. The insurance provider selected by CONTRACTOR must be licensed and authorized to do business in Florida and approved by THE BREAKERS, provided that THE BREAKERS will not unreasonably withhold approval. The above coverage's will contain a blanket waiver of subrogation in favor of The Breakers Palm Beach, Inc.

A certificate evidencing such policies shall specifically name THE BREAKERS PALM BEACH, INC., P.O. Box 910, Palm Beach, Florida 33480 as the ADDITIONAL INSURED.

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- a. Prior to beginning the service hereunder, and each time a change is made in any insurance carrier, terms or coverage, CONTRACTOR shall furnish to THE BREAKERS'S Material Management Office a memorandum or certificate of insurance as to the terms and coverage's of the insurance in force, for the persons/company insured. When any part or total of the insurance coverage expires during the term of this Agreement, CONTRACTOR is responsible to provide a copy of the renewed coverage period to THE BREAKERS within a reasonable amount of time.
- b. If insurance coverage expires during the term of this Agreement and THE BREAKERS has not received a notice of renewal, which fulfills all of the conditions of paragraphs 19, THE BREAKERS may presume that CONTRACTOR is in default of this Agreement and, at its own discretion, may terminate this Agreement immediately and with no penalty to THE BREAKERS.
20. CONTRACTOR agrees to indemnify and hold THE BREAKERS, its parent, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, successors and assigns (collectively "Indemnities") harmless from and defend against, and shall reimburse the same with respect to any and all loss, damage, costs, expenses, claims, actions or liability, including reasonable attorneys' fees at all judicial levels, incurred, directly or indirectly, by reason of or arising out of or in connection with (a) the products or services furnished by CONTRACTOR, or (b) injuries to person or property caused, directly or indirectly, by CONTRACTOR, or any of its sub-contractors, affiliates, agents or employees while on THE BREAKERS' property or (3) any bodily injuries to, illness including COVID-19 or the death of any of CONTRACTOR's employees working at THE BREAKERS's premises in areas to which said employees are permitted access, however caused or occasioned (collectively, a "Loss"); except for a Loss caused solely by the gross negligence or willful misconduct of THE BREAKERS. The provisions of this paragraph shall survive the termination of this Agreement.
21. **GOVERNING LAW, VENUE AND PREVAILING PARTY FEES & COSTS**
This agreement is governed by the law of Florida and jurisdiction is Palm Beach County, Florida. In the event litigation is commenced by either party to this agreement, the prevailing party is entitled to recover court costs and all reasonable expenses incurred by prevailing party in the litigation, including attorneys' fees and costs.

I, _____, an authorized agent of CONTRACTOR, have read and understand these WORKING CONDITIONS. My company agrees to all the terms and conditions and the spirit in which it is stated. My company, all sub-contractors, employees and agents will comply with these Working Conditions.

ACCEPTED

Signature (Hand written or Digital) Date

Company Name Contact

Address City State Zip

Phone Fax

Email address

Initial: _____