

MARQUEE LOFTS/1755 BROADWAY ASSOCIATION  
RULES FOR MOVING IN OR OUT  
Effective September 15, 2014

The following rules apply to Unit Owners and their tenants Moving In or Moving Out (“MIMO”) of 1755 Broadway. These clarify the responsibilities of the moving party and the ultimate responsibility of a Unit Owner for their tenant’s compliance with all HOA CC&Rs, policies, and rules.

1. **Contact.** Any MIMO must be coordinated with the Property Manager, currently Canyon Pacific Management, 665 3rd Street #408, San Francisco, California 94107, 415-495-4739. Property Manager is Jean-Pierre Alotte, jp@canyonpacific.com.
2. **Moving Parties.** Unit Owner will shall provide Property Manager with name(s) and contact info of moving party, moving company (if applicable), rental management company, if applicable, as well as projected MIMO date and time.
3. **Notification and Timing.** The moving party must notify the Property Manager via email at least one (1) week in advance of the scheduled MIMO. A MIMO may take place between the hours of 8:00 a.m. and 10:00 p.m.
4. **Pre-move Inspection, Payments, and Insurance.** The HOA Housekeeping Committee will appoint a Move Inspector to do pre- and post-move inspections to the entry and path of travel of the move. The Unit Owner will pay the Move Inspector an hourly rate of \$20 per hour.

If a professional moving company is used, proof of Liability and Workers’ Compensation Insurance must be submitted to the Property manager at least 48 hours in advance of the scheduled MIMO.

5. **The Move.** Moving parties shall take all reasonable action to protect against property damage, including the following:

*Security.* **Entry doors may not be propped open** unless continuously guarded by a mover, moving party or their representative, or the Move Inspector.

a. *Elevator.*

- i. Considering the age and condition of the building’s elevator, **it is not allowable to prop the elevator door open.** This damages the mechanics of the elevator and will result in a service call of \$500, which is the responsibility of the Unit Owner to pay. Instead, elevator door must instead be keyed in the *off* position by the Move Inspector whenever loading or unloading for more than 30 seconds.
- ii. Elevator pads must be used for any move, including material moves or deliveries, including furniture staging. The elevator ceiling may not be removed. Safety instructions for elevators, including weight restrictions, must be followed. Elevator wall pads are located in the garage storage area near the elevator.

- b. *Floors.* Under no circumstances may any object be dragged across the lobby or hallway floors. Dollies and hand-trucks must be used.

c. *No smoking.* Smoking is not permitted by the moving parties or their movers within 25 feet of any building entrance.

d. *Clean-up.* Moving parties must clean/vacuum common areas along the move path and move all trash generated during the move to the proper trash, recycling, or compost receptacles. Cardboard must be flattened and no debris shall be left in the trash room outside of the appointed bins. Any costs incurred by the HOA for removing such debris shall be charged to the Unit Owner.

6. **Documentation.** Moving parties and their moving company must sign the pre- and post-move form attached here as “MIMO Checklist” to document any damage that may be caused by the move.

7. **Damages, Penalties, Enforcement.** The Unit Owner will be assessed the amount of any fees or damages unpaid by the moving party, whether or not the Unit Owner is the moving party.

a. *Notice of Damage.* Should the Housekeeping Committee determine that damage to the common areas occurred as a result of the MIMO, the Property Manager shall, within ten (10) working days, furnish to the Unit Owner an itemized list containing a detailed description of the damage, photos if available, and an estimate of the cost of repairing or cleaning same.

The cost for replacement, repair, or cleaning of affected elements caused by the MIMO shall be paid by the Unit Owner or moving party as soon as practicable, but within twenty (20) working days of the completion of the replacement, repair, or cleaning work. If the moving party is unable or unwilling to pay within this time period, the Property Manager will notify the Unit Owner in writing of the balance due, which shall be payable by the Unit Owner within ten (10) working days of the written notice.

In addition, violations of these Rules, as determined by the HOA, Housekeeping Committee, or Property Manager, shall result in a penalty of up to \$300 being assessed to the Unit Owner for each occurrence, based on the Association Fine Schedule.

The HOA shall be entitled to reasonable attorney fees and interest as allowed by law in enforcing its rights to collect such damages and penalties.

MARQUEE LOFTS/1755 BROADWAY ASSOCIATION  
MIMO CHECKLIST

**Pre-move:**

- The Unit Owner or moving party has received a copy of the Marquee Lofts/1755 Broadway Association Rules for Moving In or Out and agrees to abide by them.
- The Move Inspector has inspected the path for the MIMO pre-move and documents the following existing damages to the communal floors, doors, walls, elevator, etc.:

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_____	_____	_____	_____
Move Inspector	Date	Unit Owner/Moving Party	Date

**Post-move:**

- The Move Inspector has inspected the path for the MIMO post-move and documents the following new damages to the communal floors, doors, walls, elevator, etc.:

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_____	_____	_____	_____
Move Inspector	Date	Unit Owner/Moving Party	Date

_____	_____
Moving Company Rep	Date

- The front door call box requires the following update:

- No update required.

_____	_____
Last name, first name	Phone #

_____	_____	_____	_____
Move Inspector	Date	Unit Owner/Moving Party	Date