

**UNDERSTANDING AND AGREEMENT  
CONCERNING MOVING AND DELIVERY PROCEDURES**

**Renaissance on Turtle Creek Condominium Association, Inc.  
("Association")**

This Understanding and Agreement Concerning Moving and Delivery Procedures (this "Agreement") is required by the Association for Move In/Move Out and Other Moves pursuant to the (a) Move and Delivery Policy for The Renaissance on Turtle Creek Condominium recorded in the Official Public Records of Dallas County, Texas on November 1, 2021, as Document No. 202100327282, as may be amended and supplemented (the "Move Policy"); and (b) Second Amended and Restated Rules and Regulations for The Renaissance on Turtle Creek Condominium recorded in the Official Public Records of Dallas County, Texas as Document No. 202100292136 (the "Rules"). A copy of the Move Policy is attached to this Agreement as Exhibit A. Each of the Move Policy and the Rules is incorporated into this Agreement by reference and the requirements therein shall apply to the Move In/Move Out or Other Move in all respects.

This Agreement applies to and includes, without limitation, any: (i) Move In/Move Out, as defined in the Rules and further described below; (ii) Other Moves as defined in the Rules and further described below; (iii) requirements which arise by, through or from the Move Policy; (iv) requirements which arise by, through or from Section 1.5, Section 1.14, any other applicable Section of the Rules, Posted Rules or any Governing Document (whether now or hereafter established); and (v) fees, deposits, and costs established in connection with, arising out of, or resulting from any of the foregoing items or matters provided in (i) – (v). Any capitalized terms used in this Agreement that are not defined herein shall have the meaning given to such terms in the Move Policy or the Rules, whichever is applicable.

I, or we, \_\_\_\_\_ (whether one or more, the "Responsible Party") am the Owner, Tenant or Occupant (**Please circle status**) of Unit(s) \_\_\_\_\_ (whether one or more, the "Unit") in The Renaissance on Turtle Creek Condominium ("Condominium"), for which Unit I am entering into this Agreement. I have engaged

\_\_\_\_\_, a Moving Company, Delivery Company, Contractor, or other professional company or persons (individually, each a "Professional", and collectively, "Professionals"). In the event Responsible Party determines to conduct any Move In/Move Out or Other Move without using Professionals, such party, and any persons assisting Responsible Party (collectively, "Self-Movers"), must comply with this Agreement and are subject to the same requirements as Professionals, unless otherwise expressly provided herein. Responsible Party has full knowledge of, accepts, will comply with, and will ensure Professionals' compliance with, this Agreement, the Move Policy, the Rules, Posted Rules and any other Governing Documents which may be applicable. Responsible Party will furnish a copy of this Agreement to each Professional for each such Professional's signature.

**Move Date:** The \_\_\_ day of \_\_\_\_\_, 202\_\_ from \_\_\_ **a.m./p.m.** to \_\_\_ **a.m./p.m.**  
(Circle applicable time of day)

- "**Move In/Move Out**" means a move into or a move out of, whether in whole or in part, any Unit by any Owner, Tenant, or Occupant as further described in Section 1.14 of the Rules and the Move Policy.
- "**Other Move**" means any delivery, move, or relocation of furniture, appliances, or other large or heavy objects or personal property of any Owner, Tenant, or Occupant to or from a Unit to any other Unit or to any other location whatsoever outside the Unit in which such objects or property were originally located, as further described in the Move Policy.

**RESPONSIBLE PARTY MUST ENTER INTO A SEPARATE AGREEMENT FORM FOR EACH MOVE IN/MOVE OUT AND OTHER MOVE, REGARDLESS OF WHETHER OR NOT SUCH MOVES OCCUR ON THE SAME MOVE DATE.**

Please identify your proposed move as either a MOVE IN/MOVE OUT or OTHER MOVE and also provide a description of such MOVE IN/MOVE OUT or OTHER MOVE of Responsible Party to which this Agreement applies and is intended to occur on the Move Date:

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1. **PRIOR TO THE ABOVE MOVE DATE, RESPONSIBLE PARTY HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING:**

- (a) **ADVANCE NOTICE AND SCHEDULING:** Responsible Party shall have scheduled the Move Date with the Manager for Move In/Move Out or Other Move described above in accordance with Section I(a) of the Move Policy. **If use of an elevator is desired, necessary or required in connection with a Move In/Move Out or Other Move contemplated by this Agreement; then, the notice given for the Move Date must include a request for use of an elevator.** Due to limitations on elevator availability in each Building in the Condominium, any such requests for elevator use may be denied, as further explained in Section I(a) of the Move Policy. Professionals are permitted only to use the elevator designated by the Manager or other authorized representative of the Association for the Move Date.
- (b) **PERMITTED DAYS AND TIMES:** A Move In/Move Out or Other Move contemplated by this Agreement must be conducted on the permitted days and times set forth in Section II of the Move Policy. Each Move In/Move Out and Other Move contemplated by this Agreement must commence and be complete during the permitted time frames.
- (c) **FEE AND DEPOSIT:** Responsible Party is hereby required to pay a **non-refundable fee** in connection with administrative time and efforts and elevator preparation and usage required for the Move In/Move Out or Other Move contemplated by this Agreement in the amount of **\$300.00** (the "Move Fee") and a **refundable deposit** in the amount of **\$500.00** for a Move In/Move Out or **\$300.00** for an Other Move, whichever is applicable (the "Move Deposit") to the Association in immediately available funds on the same day as Responsible Party delivers notice of the Move Date as provided in Section 1 of this Agreement. **The Move Fee and Move Deposit shall be made payable to The Renaissance on Turtle Creek Condominium Association, Inc. and delivered to the Manager at the Management Office.** Any Move In/Move Out or Other Move which will utilize an elevator for less than 30 minutes will be exempt from paying the Move Fee and the Move Deposit; provided, however, the Responsible Party will be liable for all costs and expenses associated with Damages, as hereafter described.
- (d) **DAMAGES:** The Move Deposit will apply to costs and expenses incurred by the Association for all damage, repair, cleaning, loss, and liabilities, including, without limitation, damage to elevators, hallways, and any other portion of the Common Elements or other areas of the Condominium which result from Responsible Party's Move In/Move Out or Other Move contemplated hereunder (collectively, "Damages"). **Responsible Party accepts total responsibility for the cost and expenses of Damages that exceed the amount of the Move Deposit.** If no Damages occur, the Move Deposit will be refunded to Responsible Party, and delivered to the address provided to the Association by the Responsible Party within ten (10) business days after the Move Date. If Damages do occur as a result of a Move In/Move Out or Other Move, the Association will refund and deliver to the address provided to the Association by

the Responsible Party within thirty (30) days after the Move Date, the remaining portion of the Move Deposit after all costs and expenses have been deducted from such deposit for the Damages, if any. If the cost and expenses incurred by the Association for Damages exceed the amount of the Move Deposit, the Responsible Party will be responsible to pay, in full, all of such excess amounts to the Association immediately upon the Association's request.

(e) **Move/Delivery Fee:** \$ 300.00

**Move Deposit:** Move In/Move Out \$ 500.00  
 Other Move \$ 300.00  
**(CIRCLE THE FEE THAT APPLIES TO THIS AGREEMENT)**

**Date Paid:** \_\_\_\_\_

**Amount and Form of Payment:** \_\_\_\_\_

**Received by Manager:** \_\_\_\_\_

*(Manager Representative must Sign to acknowledge receipt of the above-listed fee and deposit)*

**Address for Responsible Party** \_\_\_\_\_

**to receive any refundable** \_\_\_\_\_

**Move Deposit amounts:** \_\_\_\_\_

If any Move In/Move Out or Other Move contemplated by this Agreement is not scheduled in advance with the Manager in accordance with the Rules, Move Policy and this Agreement, or Responsible Party fails to clean up trash and other materials resulting from such move, then Responsible Party will be subject to an additional fee in the amount of **\$250.00**. If any Move In/Move Out or Other Move contemplated by this Agreement is scheduled in advance with the Manager but is not completed within the requisite time frame, then Responsible Party will be subject to a charge in the amount of **\$50.00** levied in 15-minute increments after the expiration of the permitted time period for the respective move not to exceed \$300.00.

- (f) **INSURANCE:** Responsible Party will ensure the Manager has been provided the required insurance set forth in Section IV of the Move Policy.
- (g) **EXECUTED AGREEMENT:** Responsible Party shall have delivered a fully executed copy of this Agreement to the Manager.
- (h) **DISCLOSURE OF RULES:** Responsible Party shall have provided to each Professional a copy of this Agreement, together with the attached Move Policy, and informed such parties of the rules and requirements pertaining to moving and deliveries set forth in the Rules.

2. Move/Delivery Trucks; Parking. Trucks used in connection with Move In/Move Out or Other Move contemplated by this Agreement shall comply with Section V of the Move Policy. ARRIVAL AND DEPARTURE TIME OF MOVING/DELIVERY TRUCKS ON THE MOVE DATE MUST BE CONFIRMED AND APPROVED IN ADVANCE BY THE MANAGER.

3. Identification of Professionals on Move Date. Professionals shall be required to show

identification to the Manager per Section V(b) of the Move Policy.

4. Condominium Etiquette. Responsible Party will ensure that all Professionals comply with the community etiquette requirements set forth in Section V(c) of the Move Policy and in the Rules.

5. Elevator Coverings; Elevator Keys. PROTECTIVE COVERING FOR THE ELEVATOR CAB WALLS MAY BE REQUIRED DURING THE MOVE IN/MOVE OUT OR OTHER MOVE AS FURTHER DESCRIBED IN SECTION V(d) OF THE MOVE POLICY. **If any elevator key is lost or misplaced, the Responsible Party must pay all costs and expenses incurred by the Association for re-keying, including any necessary replacement of cylinders in the respective elevator.**

6. Professional Walk-Through with Manager. Prior to the commencement of a Move In/Move Out or Other Move contemplated by this Agreement, the Manager will perform an initial walk-through inspection as further described in Section V(e) of the Move Policy.

7. Trash Disposal. Litter, garbage, refuse, discarded furniture or any other item or personal property, and all waste materials generated by or resulting from a Move In/Move Out or Other Move or other contemplated by this Agreement shall be removed, in its entirety, by the Responsible Party and/or Professionals thereof from all portions of the Condominium upon the completion of same. Please review Section V(f) of the Move Policy to ensure Responsible Party and Professional(s) comply with all requirements concerning trash, debris, and all other move and delivery related materials.

8. Finish and Fixtures. **THE FINISH ON THE HALLWAY WALLS AND THE HALLWAY CARPETS ARE EASILY DAMAGED AND EXPENSIVE TO REPAIR.** Please review the requirements for carpet areas leading to and from the Unit to the elevator designated for a Move IN/Move Out or Other Move prior to the commencement of any such move as well as the elevator cab dimensions, as further described in Section VI of the Move Policy.

9. **THE UNDERSIGNED RESPONSIBLE PARTY AND PROFESSIONAL(S) HEREBY ACKNOWLEDGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, MEMBERS, THE MANAGER, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, ASSIGNS, AND SUCCESSORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, JUDGMENTS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES AND COURT COSTS) OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, MENTAL ANGUISH, EMOTIONAL DISTRESS, AND DEATH) AND ANY OTHER LOSS OR DAMAGE TO UNITS, ANY PORTIONS OF THE CONDOMINIUM AND PROPERTY, AND TO ANY PERSON OR PERSONAL PROPERTY SUFFERED OR INCURRED DURING OR AS A RESULT OF A MOVE IN/MOVE OUT OR OTHER MOVE CONTEMPLATED BY THIS AGREEMENT WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. THIS INDEMNITY SHALL SURVIVE THE COMPLETION OF ANY MOVE IN/MOVE OUT OR OTHER MOVE CONTEMPLATED BY THIS AGREEMENT FOR A PERIOD OF NOT LESS THAN ONE (1) CALENDAR YEAR FROM AND AFTER THE MOVE DATE, OR IF THE MOVE DATE IS NOT MET OR CHANGED, THE DATE UPON WHICH THE MOVE IN/MOVE OUT OR OTHER MOVE ACTUALLY OCCURRED.**

10. Entire Agreement; Amendment. No prior or present agreements or representations regarding a Move In/Move Out or Other Move contemplated by this Agreement shall be binding on the Association, the

Board of Directors, Manager or any of their respective directors, officers, employees, agents, and representatives unless expressly included in this Agreement. No amendments, modifications, or changes to this Agreement shall be valid or binding unless approved in writing prior to the Move Date by the Board of Directors, and executed by Responsible Party and respective Professionals. In the event of a conflict with this Agreement and the Move Policy or the Rules related to any Move In/Move Out or Other Move or any matters, procedures, fees, and costs in connection therewith, the terms of this Agreement shall govern such conflict. It is the intent of the Association to ensure (i) the Move In/Move Out or Other Move contemplated hereunder and the Responsible Party and its Professionals comply with this Agreement, the Move Policy, Rules, and other Governing Documents, (ii) that property and persons in the Condominium and on the Property be properly protected during, and that the Association has the ability to cover costs it incurs as a result of, the Move In/Move Out or Other Move contemplated by this Agreement or the actions of Responsible Party or its Professionals during the conduct thereof; and (iii) that Responsible Party be individually held accountable for its duties and obligations hereunder and under the Move Policy and the Rules in connection with the Move In/Move Out or Other Move contemplated by this Agreement. By signing this Agreement, Responsible Party acknowledges and agrees he or she has read this Agreement, the attached Move Policy, and the applicable sections of the Rules for the Move In/Move Out or Other Move contemplated hereunder, understands the content and application thereof to the Move In/Move Out or Other Move contemplated in this Agreement and agrees to comply with and cause applicable Professionals' compliance with any and all of such requirements.

*[Remainder of Page Intentionally Left Blank - Signature Page to Follow]*

**AUTHORIZED SIGNATURES**

to

Understanding and Agreement concerning Moving and Delivery  
The Renaissance on Turtle Creek Condominium

**Responsible Party:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_  
Contact Phone No. \_\_\_\_\_

**Responsible Party:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_  
Contact Phone No. \_\_\_\_\_

**Professional:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_  
Contact Phone No. \_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_

**Professional Party:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**Professional Party:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**Acknowledgement of Receipt by Manager:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
**Date Received:** \_\_\_\_\_

**EXHIBIT A**  
**to**  
**UNDERSTANDING AND AGREEMENT**  
**CONCERNING MOVING AND DELIVERY PROCEDURES**

Moving and Delivery Policy  
for  
The Renaissance on Turtle Creek Condominium Association, Inc.

[Attached hereto.]

AFTER RECORDING RETURN TO:

Amy Reggio, Esq.  
Amy Reggio Law, PLLC  
5600 W. Lovers Lane, Ste.116-344  
Dallas, Texas 75209

**MOVING AND DELIVERY POLICY  
FOR  
THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM ASSOCIATION, INC.**

This Moving and Delivery Policy (the "Move Policy") for The Renaissance on Turtle Creek Condominium Association, Inc., a Texas nonprofit corporation (the "Association") is established and adopted on this 26 day of October, 2021 for purposes of supplementing Section 1.14 of the Second Amended and Restated Rules and Regulations for The Renaissance on Turtle Creek Condominium recorded on September 29, 2021 in the Official Public Records of Dallas County, Texas as Document No. 2021002922136, as may be amended and supplemented (the "Rules") in connection with any Move In/Move Out or Other Move, as defined in the Rules, and setting forth additional rules, policies, procedures, charges, fees, deposits and requirements related thereto, and this Move Policy shall apply to any Owner, Tenant or Occupant, and any mover or similar third party assisting any Owner, Tenant or Occupant with, any Move In/Move Out or any Other Move. Any capitalized terms used in this Move Policy that are not defined herein shall have the meaning given to such term in the Rules.

**I. NOTICE AND INFORMATION FOR ANY MOVE IN/MOVE OUT AND OTHER MOVE.**

a. **Advance Notice Required.** Each Owner, Tenant or Occupant (the "Responsible Party") of a Unit subject to a Move In/Move Out or Other Move is required to provide advance written notice as follows:

i. Move In/Move Out Notice –

1. Fully Vacating Unit(s) - Responsible Party must give written notice to the Manager at least ten (10) business days prior to the proposed date of a Move In/Move Out involving the complete vacation by a Responsible Party from one or more Units.
2. Partially Vacating Unit(s) - Responsible Party must give written notice to the Manager at least two (2) business days prior to the proposed date of a Move In/Move Out involving a partial vacation by a Responsible Party from one or more Units.
3. "Business day" as used in this Move Policy shall mean any day which is not a Saturday, Sunday or United States bank holiday.

ii. Other Moves - Responsible Party must give written notice to the Manager at least two (2) business days prior to any Other Move, including any Other Move which involves or constitutes a delivery, move or relocation of furniture, appliances, or other large or heavy objects or personal property to or from a Unit to any other Unit or to any other location whatsoever outside the Unit in which such objects or property were originally located.



iii. Elevator Availability Conditioned upon Availability. Notice and Receipt of Information – Responsible Party must include a request for elevator use with its written notice of a Move In/Move Out or Other Move. Due to limitations on elevator availability in each Building in the Condominium, requests for elevator use on a specific date or at a specific time may be denied, in which case, an alternate date and time must be established by the Responsible Party and confirmed with the Manager. Availability for elevators cannot be guaranteed, and elevators will not be available for any Move In/Move Out or Other Move which has not been scheduled in advance according to this Move Policy or for which the Responsible Party has not provided completed forms and other information and documentation required by the Association to the Manager prior to the scheduled date for the Move In/Move Out or Other Move.

b. Required Information and Documentation; Fees and Deposits. Each Responsible Party shall be required to provide the information and documentation required and requested by the Association prior to any such Move In/Move Out or Other Move, which may include, without limitation, the completion of certain forms established by the Association or Manager to be executed by the Responsible Party and the payment of certain charges, fees and deposits as further described in this Move Policy.

c. Notice of this Move Policy to Third Parties. Each Responsible Party is required to notify professional moving or delivery companies and other entities and contractors facilitating or assisting Responsible Party with a Move In/Move Out or Other Move (each a "Professional") about this Move Policy and applicable provisions contained in the Rules, and requirements applicable to such Professionals included in any form or other documentation for the respective Move In/Move Out or Other Move of the Responsible Party. Professionals may also be required by the Association to sign documentation and forms in connection with a Move In/Move Out or Other Move.

## II. PERMITTED DAYS AND TIMES FOR EACH MOVE IN/MOVE OUT AND OTHER MOVE.

### a. Permitted Days and Times.

i. Move In/Move Out – A Move In/Move Out is permitted from 9:00 a.m. to 6:00 p.m. on weekdays and from 9:00 a.m. to 4:00 p.m. on Saturdays; provided however, no Move In/Move Out may be conducted on a Sunday or any United States bank holiday.

ii. Other Moves – Other Moves are permitted from 9:00 a.m. to 6:00 p.m. on weekdays, and from 9:00 a.m. to 4:00 p.m. on Saturdays; provided however, no Move In/Move Out may be conducted on a Sunday or any United States bank holiday.

iii. Hours stated in this policy are based upon the time zone applicable to Dallas, Texas.

b. Maximum Duration for Each Move In/Move Out or Other Move. No Move In/Move Out or Other Move may exceed a duration of nine (9) consecutive hours on

a weekday or seven (7) consecutive hours on a Saturday. Any Move In/Move Out or Other Move not completed within the requisite time frame will be subject to overage charges established by the Board of Directors in connection with extended use of the elevators and personal property of the Association, additional administrative time and efforts required by the Manager and Manager employees, and/or any other related matter.

### III. DEPOSITS, FEES AND CHARGES FOR MOVE IN/MOVE OUT AND OTHER MOVE.

- a. **Move Fees.** The Association reserves the right to levy fees and charges for each Move In/Move Out and Other Move in connection with costs incurred by the Association or necessitated by the Move In/Move Out or Other Move, which costs may include, but are not limited to, clean-up costs (i.e., trash, debris, and moving materials), excessive administrative time required by the Manager or any of its employees (including collection of information, documentation and forms required by the Association for same), costs resulting from Responsible Party's failure to abide by scheduled times and dates and duration for any Move In/Move Out or Other Move as further described in Section II(b) above, costs arising out of damage to Association property or related to property damage resulting from the Move In/Move Out or Other Move which are not covered by the Move Deposit, hereinafter defined, the amounts of which fees and charges shall be established and adopted by the Board of Directors, in its sole and absolute discretion acting through the authority granted to it by the Act, Bylaws and other Governing Documents, as each may be amended from time to time.
- b. **Move Deposits.** The Association may require one or more refundable deposits be made by Responsible Party prior to any Move In/Move Out or Other Move (each a "Move Deposit") in contemplation of potential damage to property resulting from such move in those amounts established by the Board of Directors. The Move Deposit will be refunded to the Responsible Party ten (10) business days after the date such Responsible Party's Move In/Move Out or Other Move is completed so long as no damage to the Common Elements or any other portion of the Property occurred as a result of such Move In/Move Out or Other Move. Costs arising out of Move Damage, hereinafter defined, shall be deducted from the Move Deposit; and, if such costs exceed the amount of the Move Deposit, then Responsible Party shall be responsible to pay excess amounts which will be due to the Association immediately upon the Association's request.
- c. **Application of Move Deposit for Move Damage.** The Move Deposit will apply to costs and expenses incurred by the Association described in Section III(b) above which are directly related to a damage resulting from or occurring during a Move In/Move Out or Other Move and which may include, but is not limited to, damage to Common Elements or other portions of the Property such as the elevators and other Systems and areas utilized in the Move In/Move Out or Other Move, damage to personal property of the Association such as dollies or moving carts available for use by Responsible Party for the Move In/Move Out or Other Move, repair costs, cleaning costs, and other costs for losses and liabilities (collectively, "Move Damage"). If no Move Damage occurs, the Move Deposit will be refunded to Responsible Party within ten (10) business days after the completion of the applicable Move In/Move Out or Other Move.

If Move Damage does occur, the Association will refund and deliver to the address provided to the Association by the Responsible Party within thirty (30) days after the Move In/Move Out or Other Move is completed, the remaining portion of the Move Deposit after all costs and expenses for Move Damage have been deducted. **If the costs and expenses incurred by the Association for Move Damage exceed the amount of the Move Deposit, the Responsible Party will be responsible to pay, in full, all of such excess amounts to the Association immediately upon the Association's demand or levy of a fee or charge in the amount of the remaining costs pursuant to Section III(a) of this Move Policy.**

- d. **Surviving Obligations.** Responsible Party shall be liable for all fees and charges levied by the Association against such party according to this Move Policy after the Move In/Move Out or Other Move thereof is concluded, even if the Responsible Party is no longer an Owner, Tenant or Occupant. The obligations of Responsible Party to pay amounts described under this Section III arising out of such party's Move In/Move Out or Other Move shall survive the termination of Responsible Party's status as an Owner, Tenant or Occupant of the Condominium.

#### IV. INSURANCE REQUIRED FOR MOVES

- a. **Professional Insurance for each Move In/Move Out and Other Move.** Proof of Insurance shall be required for every Professional assisting a Responsible Party for a Move In/Move Out or Other Move. At least one (1) business day prior to the respective Move In/Move Out or Other Move, Responsible Party will, or will cause its Professionals to, deliver a copy of each such Professional's current Certificates of Liability and Worker's Compensation Insurance to the Manager (individually and collectively, the "Insurance Certificates"). **The Insurance Certificates must comply with Exhibit A to this Move Policy and evidence of the additional insureds endorsement for The Renaissance on Turtle Creek Condominium Association, Inc., and such other parties, as further described on Exhibit A, must be provided.** Additional insureds information will be also located in the Certificate Holder box at the bottom of the insurance certificate form. **The Insurance Certificates can either be personally delivered to the Management Office or mailed or faxed to the attention of The Renaissance on Turtle Creek Condominium Association, Inc., c/o FirstService Residential, Attn: General Manager, 3225 Turtle Creek, Dallas, Texas 75219 or Fax No. 214-765-6184. *The Association reserves the right to require any other insurance from any applicable person or party with regard a Move In/Move Out or Other Move of Responsible Party.***
- b. **Waiver of Insurance Requirements.** In the sole and absolute discretion of the Board of Directors of the Association, or the Manager where authorized by the Board, certain insurance requirements may be waived or modified on a case-by-case basis for any particular Move In/Move Out or Other Move prior to the occurrence thereof, which waiver shall be provided in written form to Responsible Party. If no written waiver is provided, the insurance obligations in this Section IV shall be unaltered and shall remain in full force and effect.

#### V. REQUIREMENTS FOR RESPONSIBLE PARTIES AND PROFESSIONALS

- a. **Move/Delivery Trucks; Parking.** The maximum length of any truck to be utilized by a Professional or Responsible Party for any Move In/Move Out or Other Move needing access and use of the parking garage and loading dock areas of the Condominium is twenty (20) feet. Any truck exceeding such length requirements will not be permitted use of such areas of the Condominium, and alternate arrangements must be made through the Management Office. Parking of trucks and vehicles for any Move In/Move Out or Other Move at the front of the Condominium, or on any driveway on the Property, is prohibited at all times. Trucks used for moving or delivery in any Move In/Move Out or Other Move may only be parked in the areas designated by the Manager. Responsible Party or its Professional must contact the Manager in advance of any Move In/Move Out or Other Move to gather information or address any concerns for the proper and permitted location for parking trucks involved in the applicable Move In/Move Out or Other Move. All arrival and departure times of trucks involved in a Move In/Move Out or Other Move must be confirmed and approved in advance by the Manager.
- b. **Identification of Professionals.** Upon the arrival of a Professional to the Condominium, such Professional must notify the Manager. Professional parties *may* be asked to leave individual driver's licenses with the Manager during the Move In/Move Out or Other Move and while on the Property. If the Manager requires parties to leave their driver's licenses, Manager will return them upon completion of the applicable Move In/Move Out or Other Move.
- c. **Condominium Etiquette.** Responsible Party will ensure that all Professional parties keep hallways, elevators and other portions of the Condominium and Buildings clean and free from debris. No loud playing of radios, music, or loud or vulgar talk, or similar disturbing noises shall be permitted at any time inside or outside of the Condominium. There is no portion of the Condominium outside of the Unit of Responsible Party available for use by any Professional parties for breaks or rest during the Move In/Move Out or Other Move. The Condominium is a smoke-free environment. Professional parties shall observe the no smoking rule at all times. Professional parties are not permitted to ask any Owners, Occupants, or Tenants in the Condominium for personal favors (i.e., telephone, bathroom facilities, etc.). Professional parties shall dress in appropriate clothing for entering and leaving the Condominium; for example, no tank tops or sleeveless undershirts are permitted when present in the lobby areas.
- d. **Elevator Coverings; Elevator Keys.** PROTECTIVE COVERING FOR THE ELEVATOR CAB WALLS IS REQUIRED DURING A MOVE IN/MOVE OUT OR OTHER MOVE. IT IS THE RESPONSIBILITY OF THE PROFESSIONAL AND RESPONSIBLE PARTY TO ENSURE THAT THESE PROTECTIVE COVERINGS ARE IN PLACE PRIOR TO COMMENCEMENT OF THE MOVE IN/MOVE OUT OR OTHER MOVE. NO MOVE IN/MOVE OUT OR OTHER MOVE WILL BE PERMITTED AND CAN BE STOPPED BY ANY MANAGER OR OTHER REPRESENTATIVE OF THE ASSOCIATION, IF THE PROTECTIVE COVERINGS ARE NOT FULLY IN PLACE ON THE DESIGNATED ELEVATOR. CEILINGS MAY NOT BE REMOVED FROM ANY ELEVATOR. If elevators are permitted to be held at one floor during the Move In/Move Out or Other Move, then the Manager will provide the Professional with an elevator key. The elevator key will

allow a Professional to hold the elevator at point of entry. **If the elevator key is lost or misplaced, the Responsible Party must pay all costs and expenses incurred by the Association for re-keying, including any necessary replacement of cylinders in the respective elevator.**

- e. **Walk-Through by Manager.** Prior to the commencement of a Move In/Move Out or Other Move, Manager, or its employees, will perform an initial walk-through inspection from the point of entry to the applicable Building in the Condominium, to the designated elevator, and to the applicable Unit. During this initial walkthrough, existing damage will be documented on a form established by the Association or Manager which will include, without limitation, the Unit number, Responsible Party name, Professional name(s) and contact information, the date and time the inspection is performed and such other information as may be necessary or desired by the Manager or Association. When the Move In/Move Out or Other Move is completed, the walkthrough inspection will be repeated by the Manager or its employees, and any Move Damage which occurred as a result of the Move In/Move Out or Other Move will be noted on the same form used for the initial inspection.
- f. **Trash Disposal.** Litter, garbage, refuse, discarded furniture/personal property, and all waste materials generated by or resulting from a Move In/Move Out or Other Move shall be removed by the Responsible Party and/or Professional from all portions of the Condominium at the end of the Move In/Move Out or Other Move. Responsible Party and Professional shall also ensure the hallways and elevator used in the Move In/Move Out or Other Move are clear of debris. All moving cartons must be flattened before being deposited in any dumpster, and no packing materials or furniture may be disposed of in the dumpsters, loading dock, parking garage, trash chutes or trash rooms, or other portion of the Condominium. A Responsible Party, whether Responsible Party or Professionals are responsible, who disregards these trash related requirements will be subject to a minimum charge of \$250.00 which represents a fair estimation of costs to be incurred by the Association to remove and properly dispose of such materials and items.
- g. **Portable Moving and Storage Units ("PODS").** PODS are prohibited from being placed on any portion of the Property or any alley abutting the Property. PODS may be placed on public streets subject to all applicable Legal Requirements. Reasonable accommodations may be made for PODS only in connection with the time and date of the respective Move In/Move Out or Other Move.

## VI. FINISHED AND FIXTURES

- a. THE FINISHES ON THE HALLWAY WALLS, UNIT DOORS, ELEVATOR LANDING TILE, AND HALLWAY CARPETS ARE EASILY DAMAGED. The cost of repair for any damage to these areas will be the responsibility of the Responsible Party and/or its Professional. Carpet Protection Film is recommended but not required to be placed on all carpet areas leading from the applicable Unit to the designated elevator prior to the commencement of any Move In/Move Out or Other Move.

- b. **Dimensions and Measurements.** Professionals must measure all large items subject to a Move In/Move Out or Other Move to ensure such items will fit through standard door openings, in the designated elevator and around tight corners in the Condominium hallways and lobby areas. In the event an elevator panel is damaged in a Move In/Move Out or Other Move, and such Move Damage results in any replacement panel which will be of different color or character than the existing undamaged panels, then all elevator panels will require replacement, all costs of which replacement will be the sole responsibility of Responsible Party. Elevator dimensions are as follows:

DOOR: 3'5 3/4" Width x 7' 11" Height

CAB: 6' 9" Width x 5' 6" Depth x 8' 10" Height

- c. **Placement and Moving Requirements.** UNDER NO CIRCUMSTANCES MAY FURNITURE OR OTHER ITEMS AND BELONGINGS BE STAGED, STORED, OR PLACED ON, OR LEANED OR PLACED AGAINST ANY WALLS OUTSIDE OF A UNIT, IN HALLWAYS, LOBBIES, THE PARKING GARAGE OR LOADING DOCK, OR ANY OTHER PORTION OF THE CONDOMINIUM. NO FURNITURE OR OTHER ITEMS AND BELONGINGS MAY BE DRAGGED ACROSS THE HALLWAY FLOORS, CARPETS, OR ANY ENTRY OR LOBBY AREA FLOORS. ITEMS BEING MOVED MUST BE HAND-CARRIED OR TRANSPORTED ON DOLLIES OR HAND TRUCKS AT ALL TIMES. THE ASSOCIATION AND MANAGER WILL NOT BE REQUIRED OR OBLIGATED TO PROVIDE ANY SUCH MOVING EQUIPMENT TO PROFESSIONALS OR THE RESPONSIBLE PARTY.

## VII. INDEMNIFICATION

RESPONSIBLE PARTY AND ITS PROFESSIONALS SHALL INDEMNIFY AND AGREE TO DEFEND AND HOLD HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, ALL ASSOCIATION MEMBERS, THE MANAGER, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, ASSIGNS, AND SUCCESSORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, JUDGMENTS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES AND COURT COSTS) OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, MENTAL ANGUISH, EMOTIONAL DISTRESS AND DEATH) AND ANY OTHER LOSS OR DAMAGE TO UNITS, ANY PORTIONS OF THE CONDOMINIUM AND PROPERTY, AND TO ANY PERSON OR PERSONAL PROPERTY SUFFERED OR INCURRED AS A RESULT OF OR DURING THE MOVE IN/MOVE OUT OR OTHER MOVE OF RESPONSIBLE PARTY AND ITS PROFESSIONALS WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ONE OR MORE OF THE INDEMNIFIED PARTIES. THIS INDEMNITY SHALL SURVIVE FOR A PERIOD OF NOT LESS THAN ONE (1) CALENDAR YEAR FROM AND AFTER THE DATE UPON WHICH THE MOVE IN/MOVE OUT OR OTHER MOVE OF THE RESPONSIBLE PARTY AND ITS PROFESSIONALS IS COMPLETED.

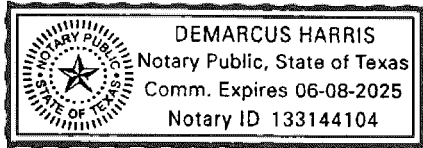
The Move Policy was duly established and adopted by the Board of Directors by unanimous vote taken at a duly called meeting of the Board held on the 26<sup>th</sup> day of October 2021, the minutes of which meeting and evidence of such vote shall be kept in the Association records.

SIGNED this 27 day of October, 2021.

**THE RENAISSANCE ON TURTLE CREEK  
CONDOMINIUM ASSOCIATION, INC.,**  
a Texas nonprofit corporation

By: *Keith Head*  
Keith Head, President

SUBSCRIBED AND SWORN BEFORE ME by Keith Head, President of the Renaissance on Turtle Creek Condominium Association, Inc., a Texas non-profit corporation, for and on behalf of said entity on this 27 day of October, 2021.



*Demarcus Harris*  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

**Exhibits:**

Exhibit A – Insurance Requirements

**EXHIBIT A**  
to  
MOVING AND DELIVERY POLICY  
FOR  
THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM ASSOCIATION, INC.

**MOVE IN/MOVE OUT AND OTHER MOVE  
INSURANCE REQUIREMENTS**

RESPONSIBLE PARTY AND PROFESSIONALS SHALL NOT COMMENCE ANY MOVE IN/MOVE OUT OR OTHER MOVE UNTIL PROOF OF INSURANCE IN COMPLIANCE WITH THE FOLLOWING REQUIREMENTS IS PROVIDED TO THE ASSOCIATION:

**COVERAGE AND LIMITS**

For purposes of any Move In/Move Out or Other Move identified in the Move Policy to which this Exhibit A is attached, Professional, at its own expense, will purchase and maintain (with companies licensed to do business in the State of Texas and having rates of *Best's Insurance Guide A/VII*, or better) insurance coverages and amounts as set forth below:

TYPE	AMOUNTS	OTHER REQUIREMENTS
<b>1. Workers' Compensation and Employer's Liability</b>	Statutory Limits, if state has no statutory limits then: \$1,000,000 each accident \$1,000,000 policy limit bodily injury by disease \$1,000,000 each employee, bodily injury by disease	<ul style="list-style-type: none"> <li>• Waiver of subrogation in favor of Insured Parties (hereafter defined).</li> <li>• No "alternative" forms of coverage will be permitted.</li> <li>• Insured Parties will be named as an "alternate employer".</li> </ul>
<b>Commercial General Liability (Occurrence Basis)</b>	\$1,000,000 per occurrence \$2,000,000 general aggregate \$2,000,000 product-completed operations aggregate limit. \$1,000,000 personal and advertising injury limit \$50,000 fire legal liability \$5,000 medical expense limit	<ul style="list-style-type: none"> <li>• ISO form CG 0001 0196, or equivalent</li> <li>• Insured Parties will be named as "additional insureds" on ISO Form CG 2026 1185, or equivalent</li> <li>• Waiver of subrogation in favor of Insured Parties</li> <li>• Aggregate limit of insurance (per project) endorsement ISO CG2503 1185, or equivalent</li> <li>• Deletion of exclusions for liability assumed under Agreement (personal and advertising injury)</li> <li>• No modification which would make Professional's policy excess over or contributory with Unit Owner's or Association's liability insurance</li> <li>• This insurance will be maintained in identical coverage, form and amount, including required endorsements, for at least one (1) year following the completion of the Move In/Move Out or Other Move.</li> <li>• Defense will be provided as an additional benefit and not included within the limit of liability.</li> </ul>



## **OTHER REQUIREMENTS**

Any aggregate limit which is reduced below 75% of the limit required by this Agreement because of losses incurred must be reinstated by Professional. No deductible or self-insured retention in excess of \$10,000 is permitted without the prior written approval of the Association. The maximum liability limits shall be available for the Association and Condominium.

## **EVIDENCE OF INSURANCE REQUIRED BEFORE SERVICES BEGIN**

PROFESSIONALS SHALL NOT COMMENCE ANY MOVE IN/MOVE OUT OR OTHER MOVE UNTIL ALL INSURANCE REQUIREMENTS CONTAINED IN THIS EXHIBIT A HAVE BEEN COMPLIED WITH, AND A CURRENT CERTIFICATE OF INSURANCE HAS BEEN PROVIDED TO THE MANAGER. **The "ACORD Form 25-S Certificates of Liability Insurance" or another pre-approved substitute is the required form in all cases where reference is made herein to a "Certificate of Insurance"**. The Certificate of Insurance must specify the additional insured status and waivers of subrogation, state the amounts of all deductibles and self-insured retentions, set forth notice requirements for cancellation, material change, or non-renewal of insurance and be accompanied by copies of all required endorsements, including, without limitation, the additional insureds endorsement in favor of the Association included below. The phrases "endeavor to" and "but failure to mail such notice will impose no obligation or liability of any kind upon Company, its agents or representative" must be deleted from the cancellation provision on the Certificate of Insurance and the following express provision added: *"This is to certify that the policies of insurance described herein have been issued to the Insured for whom this certificate is executed and are in force at this time. In the event of cancellation, non-renewal, or material reduction of coverage affecting the certificate holder, 30-days' prior written notice will be given to the certificate holder by certified mail or registered mail, return receipt requested."* If requested in writing by Manager, Professionals shall provide Manager or Association a certified copy of any or all insurance policies and endorsements required under this Exhibit A.

## **INSURANCE REQUIRED FOR MOVE IN/MOVE OUT AND OTHER MOVE ON DATE AND FOR DURATION OF MOVE IN/MOVE OUT OR OTHER MOVE.**

Any and all insurance required by this Exhibit A shall be maintained during the entire Move In/Move Out or Other Move, including any extensions thereto.

## **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Manager and Association shall, without exception, be given not less than thirty (30) days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten (10) days' prior notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on the Certificate of Insurance and on any and all insurance policies required by this Exhibit A.

## **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit A shall be endorsed, using an additional insured endorsement, to name as additional insureds The Renaissance on Turtle Creek Condominium Association, Inc., the Board of Directors, all Association Members, Manager, and each of their respective officers, directors, employees, agents, and representatives (collectively, the "Insured Parties").

**The coverage afforded the additional insureds shall be primary insurance.** If any additional insureds have other insurance applicable to a loss, such other insurance shall be on an excess or contingent basis and shall apply only to such additional insureds.