



RATES & RESERVATIONS
View availability & reserve through Angus

Park Point Business Hours:

Monday - Friday
Property Management Office

8AM-5PM
408.744.6570
parkpoint@ecp-llc.com

Business Hour Reservations:

BBQ & BBQ prep counter

\$30 Cleaning Fee

*Tables & Chairs in area not included in reservation

Common area spaces will remain open to all tenants during business hours.

Some exceptions will be considered on a case by case basis, please submit request or questions through your Angus coordinator.

After Hour Reservations:

Sports Courts

(Volleyball, Pickleball, Basketball, Soccer
each reserved individually)

BBQ & BBQ prep counter

\$100 Per Hour

Full Amenity Spaces

(BBQ, trellises {tables & lounge}, fireplace, soccer lawn, volleyball,
basketball, pickleball, 135 trellises, 135 ping pong)

\$300 Per Hour

All other inquiries will be considered on a case by case basis, please submit request or questions through your Angus coordinator.

COI's are required from all outside vendors, including those used within TENANT spaces, and requirements are subject to change based on the vendor. See COI requirements page for more details.



BBQ – Rules & Regulations

BBQ can be reserved through Workspeed.

- Business Hours
 - Monday – Friday: 8:00 AM – 5:00 PM \$30 Cleaning Fee
- After Hours (*72 business hour notice needed*)
 - Monday – Friday: 5:00 PM – 11:00 PM \$100 per hour

ANY PERSON (“TENANT”) USING THE BBQ (“THE SPACE”) AGREES TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS

- Approval during business hours will be granted on a case-by-case basis. The surrounding trellises near the BBQ are not exclusive to the reservation, and all other tenants will retain access.
- After a reservation has been approved, Management will unlock the BBQs for use within an hour before tenant’s reservation
- Management will check the BBQ for functionality when unlocking the area
- To cancel an afterhours reservation, Tenant must notify Management 24 business hours in advance of event. Otherwise, a cancellation fee will be charged to cover the cost of janitorial and/or security personnel already scheduled.
- The Space is expected to be neat and tidy, with furniture in its original configuration, trash, compost, and recycling disposed of in the appropriate bins, and the cleaned BBQ turned off by the event end time noted in the reservation.
- Any damage caused to The Space, missing items, or above standard cleaning will be charged to Tenant
- No smoking (including the use of e-cigarettes and the like) is permitted anywhere near The Space
- Failure to comply with security or management requests, unruly behavior, excess noise, foul language, violation of rules and regulations, etc. may result in termination of the reservation and/or closure of the Space and all other portions of the Amenity Area, and/or contacting law enforcement agencies
- Management reserves the right to lock furniture and BBQ up beginning at the reservation end time.
- The tables and chairs in the surrounding area are not included as part of any reservation unless otherwise noted.
- Please report any faulty/damaged equipment or other concerns to Management at (408) 744-6570

TO OPERATE THE BBQ:

- Press the ignitor to the right of the BBQ switches, then turn the knob(s) to the desired heat level
- To Turn off the BBQ, turn the knob(s) to the off position
- There is a basic BBQ tool set in the cabinet to the right of the BBQs

Fireplace – Rules and Regulations

The Fireplace can be reserved through Workspeed

- Business Hours (*1 hour notice needed*)
 - Monday – Friday: 8:00 AM – 5:00 PM
- After Hours (*48 business hour notice needed*)
 - Monday – Friday: 5:00 PM – 11:00 PM

ANY PERSON (“TENANT”) USING THE FIREPLACE (“THE SPACE”) AGREES TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS

- Management will provide a combo code for afterhours use on the day of the reservation.
- Tenant is expected to re-secure the lock to timer boxes at the end of use
- Tenant should report any lost or stolen combination locks to Management immediately
- Tenant should leave The Space neat and tidy, with furniture in its original configuration, and the fireplace turned off
- Any damage caused to The Space, missing items, or above standard cleaning will be charged to Tenant
- Please report any faulty/damaged equipment or other concerns to Management at (408) 744-6570

TO OPERATE THE FIREPLACE:

- There are two small boxes that contain timer dials at eye level on the side of the fireplace that faces the parking lot. Turn the dial to the desired time and repeat as needed
- Do not leave the fireplace unattended – Turn the dial switch to “OFF” before leaving The Space for any amount of time
- If using the amenity after hours, be sure to lock the boxes as noted above when finished

Firepit – Rules and Regulations

ANY PERSON (“TENANT”) USING THE FIREPIT(S) (“THE SPACE”) AGREES TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS

The firepits are available for use through each Tenant’s facilities team by checking out a key.

- The tenant is expected to report any lost or stolen keys to Management immediately. A lost key will result in a charge to rekey all 4 poles
- Tenant is expected to leave The Space neat and tidy including ensuring any trash, compost, and recycling is disposed of in the appropriate bins.
- Any damage caused to The Space, missing items, or above standard cleaning will be charged to Tenant
- If there is a cover on the firepit during desired time of use, please remove the cover before lighting and set it to the side near the firepit. Please do not place the cover back on any firepit after use
- Please report any faulty/damaged equipment or other concerns to Management at (408) 744-6570

TO OPERATE THE FIREPIT:

- Use the key to turn the gas switch on at the backside of the pole
- On the frontside of the pole, turn the dial to the desired time and repeat as needed
- Note the emergency stop button located at the front of the pole to turn off gas quickly
- Do not leave the firepits unattended for any amount of time
- Turn the timer dial switch to “OFF” and turn the key to the off position at the end of use

Requirements subject to change based on what service the vendor is providing. Please have your Work Speed coordinator confirm with management insurance requirements. Tenant coordinator is responsible to work with their vendors to properly secure all changes requested/required by property management.

Additional or Alternative Insurance Requirements

1. Worker's Compensation Insurance complying with applicable laws and Employer's Liability Insurance with limits of not less than \$1,000,000 for bodily injury by accident and \$1,000,000 for bodily injury by disease
2. Commercial General Liability Insurance, written on an "occurrence form" basis, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate
3. Business Auto Coverage with a limit of liability of \$1,000,000 for any one accident or loss
4. Such other types, increased amounts or broadened coverage of insurance as is legally required in the state where the Property is located or is generally maintained by other prudent contractors in that state that perform similar services and are comparable in size to Contractor, as such may change from time to time.
- 5.

Waiver of Subrogation and Additional Insured Endorsements – All policies must include waiver of subrogation wording in favor of and should be endorsed to show the following parties as additional insured with respect to liability arising out of work performed at/for 115, 135, 155 N. McCarthy Blvd, including completed operations:

- Campus 237 Owner LLC, a DE LLC
 - Campus 237 Holdings, LLC, a DE LLC
 - ECI Five Campus 237 Investor LLC, a DE LLC
 - PEVIII Campus Center, LLC, a DE LLC
 - Embarcadero Capital Investors Five LP, a DE LP
 - Liberty Structured Holdings LLC, a DE LLC
 - PAPEF VII-C, L.P., a DE LP
 - ECP Five LLC, a DE LLC
 - Embarcadero Capital Partners LLC, a DE LLC
 - Embarcadero Realty Services LP, a CA LP
 - ECP Management, Inc., a CA Corp
- The insurer should also add the standard catch-all of *"and its directors, officers, partners, members, employees, agents, shareholders, managers, representatives and affiliates of the foregoing"*.
 - Endorsement Forms must be attached to certificate. If policy has blanket additional insured wording, applicable pages of policy must be attached to certificate with Insured Name and Policy # noted at the top.

Description of Location

Must identify Address of Project – 115, 135, 155 N. McCarthy Blvd., Milpitas CA 95035

Certificate Holder

Campus 237 Owner LLC, a Delaware Limited liability company
c/o Embarcadero Realty Services LP
135 N. McCarthy Boulevard, Suite 130, Milpitas, CA 95035

All Vendor COI's must be accompanied by letter agreement as outlined below.

EMBARCADERO REALTY SERVICES

APPROVED CONTRACTOR/VENDOR LETTER AGREEMENT

INSTRUCTIONS FOR CONTRACTOR/VENDORS COMPLETING THIS LETTER

This document is designed for you to add the requested information into the yellow fill-in areas. Once completed, the Letter will need to be printed on your company letterhead, and signed by an Officer of the company.

Following is the information you will need to provide in the Letter below:

RE: information

- Insert "*Property Name*"

Body of Letter

- First yellow fill-in - *Insert the type of service being provided.*
- Second yellow fill-ins - *Insert the name of the tenant you are contracting with*
- Third and Fourth yellow fill-ins - *Insert the dates of the agreement*
- Fifth yellow fill-in - *Insert the company (Contractor's) name.*

Signature Block – the Letter will need to be signed by an Officer of the company

- Insert company name as "*Contractor*".
- Next to "*By*", print the name of the Officer who will be signing the Letter.
- Insert the "*Title*" of the Officer.

Once completed, please print the document on your company letterhead, and have an Officer of the company sign and date where indicated.

Finally, send a copy to Property Management via email for final execution: cpolini@ecp-llc.com & snovelli@ecp-llc.com

(This Agreement must be on Contractor/Vendor's Letterhead)

RE: 115, 135, & 155 N McCarthy Blvd, Milpitas, CA, 95035 ("Property")

As part of the agreement to provide _____ Description of work _____ to
_____ [Tenant/Contracted Vendor] _____ at the above referenced Property during the term
commencing _____ and ending on _____.

_____ ("Contractor") has agreed to include Campus 237 Owner LLC, a DE LLC, Campus 237 Holdings, LLC, a DE LLC, ECI, Five Campus 237 Investor LLC, a DE LLC, PEVIII Campus Center, LLC, a DE LLC, Embarcadero Capital Investors Five LP, a DE LP, Liberty Structured Holdings LLC, a DE LLC, PAPEF VII-C, L.P., a DE LP, ECP Five LLC, a DE LLC, Embarcadero Capital Partners LLC, a DE LLC, Embarcadero Realty Services LP, a CA LP, ECP Management, Inc., a CA Corp and all directors, officers, partners, members, employees, agents, shareholders, managers, representatives and affiliates of the foregoing as additional insureds with respect to the General Liability policy, including making Contractor's insurance primary and waiving any rights of subrogation under all the General Liability and worker's compensation policies. Additionally, Contractor shall provide that any and all subcontractors ("Subcontractor") providing goods or services to the Property shall also name Owner and Agent as additional insureds. Subcontractor shall also provide that their insurance is primary and will waive any rights of subrogation under their insurance policies.

Furthermore, to the extent provided by applicable law, Contractor and any Subcontractors will indemnify and hold harmless the Owner and Agent for any and all damages, including worker's compensation and employer's liability claims, brought by any employee of Contractor or any Subcontractor which may be incurred as a result of the work performed at the Property to the extent caused by Contractor or any Subcontractor's negligence or willful misconduct.

Contractor: _____

Signature: _____ Date: _____

By:

Title:

By Campus 237 Owner LLC, Owner

By: Embarcadero Realty Services LP
Its: Agent

Property Manager Date: _____



SAMPLE COI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BEL W. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PR DUCER StateFarm Jared Burns-Coffin, Lic# 0100785 2151 Salvio St Suite 270 Concord Ca 94520	CONTACT NAME: Sara Fish PHONE (A/C, No. Ext): 925-682-0800 E-MAIL ADDRESS: Sara@jaredbc.com	FAX (A/C, No): 925-682-0930	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Vendor/Insured Name & Address here	INSURER A: State Farm Fire and Casualty Company		25143
	INSURER B: State Farm Mutual Automobile Insurance Company		25178
	INSURER C:		<input type="checkbox"/>
	INSURER D:		<input type="checkbox"/>
	INSURER E:		<input type="checkbox"/>
INSURER F:		<input type="checkbox"/>	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Policy number here	09/17/2023	09/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	Policy Number`	02/15/2023 02/15/2023 12/22/2022 02/12/2023	02/15/2025 02/15/2025 12/22/2024 02/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			Requirements in this category			EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Requirements in this category			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				Any special requirements here			

DESCRIPTION F OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 115, 135, 155 N. McCarthy Blvd Milpitas, CA 95035

List additional insured here

CERTIFICATE HOLDER CANCELLATION

Campus 237 Owner LLC, a Delaware Limited Liability Company c/o Embarcadero Realty Services LP 135 N. McCarthy Blvd., Ste 130 Milpitas, CA 95035	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature
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2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

- b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

- c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**

5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

- a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.

- b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.



SECTION II ADDITIONAL INSURED ENDORSEMENT

Policy No.: Policy Number
here

Named Insured:
Name insured here

Additional Insured (include address):

Campus 237 Owner LLC, a DE LLC; Campus 237 Holdings, LLC, a DE LLC; ECI Five Campus 237 Investor LLC, a DE LLC; PEVIII Campus Center, LLC, a DE LLC; Embarcadero Capital Investors Five LP, a DE LP; Liberty Structured Holdings LLC, a DE LLC; PAPEF VII-C, L.P., a DE LP; ECP Five LLC, a DE LLC; Embarcadero Capital Partners LLC, a DE LLC; Embarcadero Realty Services LP, a CA LP; ECP Management, Inc., a CA Corp

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of **your work** performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a **suit** brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

Primary Insurance. The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

SCHEDULE

Policy Number:

Named Insured:

Name and Address of Person or Organization:

Campus 237 Owner LLC, a DE LLC; Campus 237 Holdings, LLC, a DE LLC; ECI Five Campus 237 Investor LLC, a DE LLC; PEVIII Campus Center, LLC, a DE LLC; Embarcadero Capital Investors Five LP, a DE LP; Liberty Structured Holdings LLC, a DE LLC; PAPEF VII-C, L.P., a DE LP; ECP Five LLC, a DE LLC; Embarcadero Capital Partners LLC, a DE LLC; Embarcadero Realty Services LP, a CA LP; ECP Management, Inc., a CA Corp

The following is added to Paragraph **10.b.** of **SECTION I AND SECTION II — COMMON**

CONDITIONS:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a.** Your ongoing operations; or
- b. Your work** done under contract with that person or organization and included in the **products-completed operations hazard.**

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

FE-6671

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