

# Form 5 <Agreement to Fire Safety of the Premises>

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

Office Unit : \_\_\_\_\_

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

Onsite representative : \_\_\_\_\_ Tel : \_\_\_\_\_

Working period : From \_\_\_\_\_ (YY) \_\_\_\_\_ (MM) \_\_\_\_\_ (DD) to \_\_\_\_\_ (YY) \_\_\_\_\_ (MM) \_\_\_\_\_ (DD) Total work period \_\_\_\_\_ calendar days

For sake of fire safety, fire prevention in building, the tenant shall be responsible to pay attention and comply, but not limited to the following, to the following obligations of fire safety during fitting out work of the premises.

1. Tenant's contractor shall make advance application together with this fire safety agreement and approval from Management Company for water collection at designated location. The Tenant's contractor shall submit workers checklist, clear photo record to Management Company for application of fitting out work permit not less than 3 days prior to the work. The Management Company will onsite verify the adequacy of fire safety measurement provided by Tenant prior to work commencement.
2. Tenant's contractor shall be responsible for providing appropriate fire safety training to all workers and supervising all work safety provision and ensuring successful implementation of fire preventive practices on each worker, work and place. All workers shall work in designated area.
3. Flames lighting, cooking, water boiling, smoking and etc shall be prohibited onsite. Tenant is required to make advance application to and approval from Management Company for any fire work in the premises and ensuring sufficient provision of fire preventive and precaution measures prior to any fire work commencement at designated work period.
4. Storage of inflammable and explosive materials onsite is strictly prohibited. A specific person shall be aligned for regular control, monitor and handling of any inflammable or explosive materials onsite in case of necessity of work but subject to limited use and prior approval by Management Company (e.g. inflammable or explosive materials include chemical painting thinner, gasoline, alcohol and etc.)
5. Any installation and diversion of electrical work shall be done by licensed and qualified electrician subject to compliance of relevant rules. For sake of fire safety, drag of any temporary cable and wiring will be prohibited and equipment overloading, current leakage and spark phenomenon shall be avoided in all time.
6. All material use inside the premises shall comply with requirement of local Fire Services Department and relevant document of FS department approved report and certification of proposed material shall copy to Management Company and otherwise, work permit will be rejected. Any decoration wooden shall be safely stored, fire retardant pre-treated, kept away from other inflammable material and monitored by responsible persons. No over storage of decorative wooden and inflammable material onsite in according to international standard.
7. Sufficient and effective firefighting equipment shall be provided onsite and all workers shall be well trained for the proper use of those firefighting equipment at time of necessary.
8. Sufficient lighting shall be provided along the means of escape without any obstruction.
9. All construction waste and debris shall be cleaned and handled immediately for tidy workplace and safety purpose. Disposal of construction waste inside or outside of the mall shall be strictly prohibited and properly carted away to place of appropriate by Tenant. Management Company will reserve the right to assign other party to cart away all irregularity and mishandling of construction waste onsite and all cost incurred will be deducted from fitting out deposit or claims compensation from Tenant's contractor.
10. Illegal use of fire services equipment for unauthorized purpose will be strictly prohibited.
11. Unauthorized diversion, blockage or concealing work to any fire services facilities will be strictly prohibited.
12. Responsible persons shall carefully and daily inspect all site condition, including disconnection of power and gas supply, and ensuring the site is kept away from any source of heat / fire / flame prior to leave the premises.
13. The Management Company shall have the right to access the premises for inspection at any time and will reserve the right to suspend any work of the premises until full compliance of required fire safety in case of any irregularity discovered by Management Company.
14. Workers are strictly prohibited to accommodate onsite, carry out activities other than fitting out work and use of passenger lifts for the work.
15. Under particular circumstances, the Management Company shall have the right to inspect any personal items of any person who entering or leaving the mall for sake of safety.
16. In case of any accident caused by mismanagement of the tenant's contractor, the tenant's contractor shall require to undertake all responsibilities aroused while the Management Company may reserve the right to claim for any damage or loss direct or indirectly incurred.
17. Tenant's contractor shall be fully understand and strictly enforced to above rules of any works at any time.

Any damage and loss arising from violation of above reasonably requirement and rules, the Tenant's contractor shall require to undertake all liabilities or responsibilities claimed by Local Authority or Chengdu Fire Services Department. This agreement in duplicate, one for tenant's contractor and one for Management Company, the agreement will be put into force and effective upon signature by responsible party.

Name of Tenant's Contractor : \_\_\_\_\_ .

The Tenant's Contractor agrees to comply with the above rules and obligations, and undertake all responsibilities and consequences caused due to non-compliance.

Signature by Responsible Person : \_\_\_\_\_ Date : \_\_\_\_\_