



MEMORANDUM

TO: Chair and Members of the Board DATE: June 30, 2016
FROM: Cynthia Franklin RE: Danish Gardens, LLC #10310
Director, Marijuana Control Board

This is an application for a new standard cultivation facility in the Municipality of Anchorage by Danish Gardens, LLC, DBA Danish Gardens, LLC.

Date Application Initiated: 05/09/2016

Date Under Review: 06/03/2016

Incomplete Letter Date: 06/03/2016

Date Final Corrections Submitted: 06/17/2016

Determined Complete/Notices Sent: 06/17/2016

Local Government Response/Date: 06/20/2016 – Protest pending Municipal license and special land use permit

DEC Response/Date: N/A (MOA)

Fire Marshal Response/Date: N/A (MOA)

Objection(s) Received/Date: None

Staff questions for Board: None

Application Documents (Final)

Alcohol & Marijuana Control Office

Initiating License Application

5/9/2016 10:51:34 AM

License Number: 10310**License Status:** New**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** DANISH GARDENS, LLC**Business License Number:** 1032803**Designated Owner:** Dane Wyrick**Email Address:** DanishGardensAK@gmail.com**Latitude, Longitude:** 61.147158, -149.838010**Physical Address:** 2430 Cinnabar Loop
Anchorage, AK 99517-3138
UNITED STATES**Owner #1****Owner Type:** Entity**Alaska Entity Number:** 10035830**Alaska Entity Name:** DANISH GARDENS, LLC**Phone Number:** 9072509790**Email Address:** mrdane_ak@yahoo.com**Mailing Address:** 6936 whitehall Street
Anchorage, AK 99502
UNITED STATES**Affiliate #1****Owner Type:** Individual**Name:** Dane Wyrick**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 9072509790**Email Address:** mrdane_ak@yahoo.com**Mailing Address:** 6936 whitehall Street
Anchorage, AK 99502
UNITED STATES**Affiliate #2****Owner Type:** Individual**Name:** Mark Wyrick**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 9072509793**Email Address:** northlandconcrete@alaska.net**Mailing Address:** 5925 Austria Dr.
Anchorage, AK 99516
UNITED STATES



Alaska Marijuana Control Board

Form MJ-00: Application Certifications**What is this form?**

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Danish Gardens, LLC	License Number:	10310		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Danish Gardens LLC				
Premises Address:	2430 Cinnabar Loop				
City:	Anchorage	State:	ALASKA	ZIP:	99507

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Dane A Wyrick
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒ ☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Plan to own:
#10311 - Marijuana Product Manufacturing Facility
#10312 - Marijuana Concentrate Manufacturing Facility
#10313 - Retail Marijuana Store



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application.

I certify that all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

☐

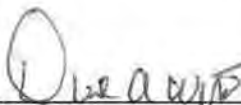
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

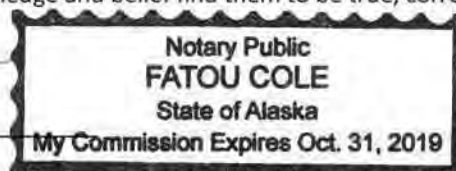
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

☒


All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.


Signature of licensee



Subscribed and sworn to before me this 24th day of May, 2016.


Notary Public in and for the State of Alaska.

My commission expires: 10-31-19



Alaska Marijuana Control Board

Form MJ-00: Application Certifications**What is this form?**

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Danish Gardens, LLC	License Number:	10310		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Danish Gardens LLC				
Premises Address:	2430 Cinnabar Loop				
City:	Anchorage	State:	ALASKA	ZIP:	99507

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Mark Wyrick
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Plan to own:
#10311 - Marijuana Product Manufacturing Facility
#10312 - Marijuana Concentrate Manufacturing Facility
#10313 - Retail Marijuana Store



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

MJ

I certify that I am not currently on felony probation or felony parole.

MJ

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

MJ

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

MJ

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

MJ

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

MJ

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

MJ

I certify that my proposed premises is not located in a liquor licensed premises.

MJ

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

MJ

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application.

MJ

I certify that all proposed licensees have been listed on my application with the Division of Corporations.

MJ

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

MJ



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

☐

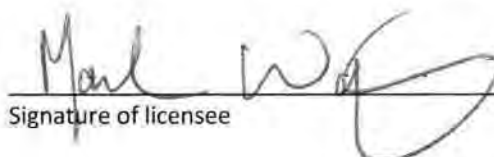
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

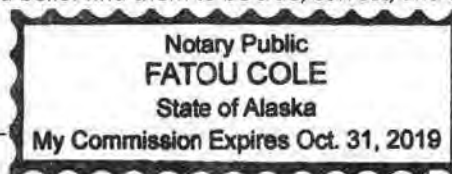
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

☒


All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.


Signature of licensee



Subscribed and sworn to before me this 24th day of May, 2016.


Notary Public in and for the State of Alaska.

My commission expires: 10-31-19



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:			
License Type:					
Doing Business As:					
Premises Address:					
City:		State:		ZIP:	

Mailing Address:					
City:		State:		ZIP:	

Primary Contact:					
Main Phone:		Cell Phone:			
Email:					



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

Restricted Access Areas (3 AAC 306.710):

Describe how you will prevent unescorted members of the public from entering restricted access areas:

Describe your processes for admitting visitors into and escorting them through restricted access areas:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your recordkeeping of visitors who are escorted into restricted access areas:

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Security Alarm Systems and Lock Standards (3 AAC 306.715):

Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures for preventing diversion of marijuana or marijuana product:

Describe your policies and procedures for preventing loitering:

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

Video Surveillance (3 AAC 306.720):

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:	Yes	No
Each restricted access area and each entrance to a restricted access area	<input type="checkbox"/>	<input type="checkbox"/>
Both the interior and exterior of each entrance to the facility	<input type="checkbox"/>	<input type="checkbox"/>
Each point of sale area	<input type="checkbox"/>	<input type="checkbox"/>

Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	<input type="checkbox"/>	<input type="checkbox"/>
Clearly and accurately displays the time and date	<input type="checkbox"/>	<input type="checkbox"/>
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	<input type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

☐ ☐

Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area

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Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board

☐ ☐

Video surveillance records are stored off-site

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Business Records (3 AAC 306.755):

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes No

All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises

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A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment

☐ ☐

The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises

☐ ☐

Records related to advertising and marketing

☐ ☐

A current diagram of the licensed premises including each restricted access area

☐ ☐

A log recording the name, and date and time of entry of each visitor permitted into a restricted access area

☐ ☐

All records normally retained for tax purposes

☐ ☐

Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed

☐ ☐

Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintained all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer “Yes” to all items below.

Marijuana Tracking and Weighing:

Yes No

A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used

☐ ☐

All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745

☐ ☐

Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer “Yes” to all items below.

Marijuana Handler Permit:

Yes No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

☐ ☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

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Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired

☐ ☐

Describe how your establishment will meet the requirements for employee qualifications and training:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to the statement below.

Marijuana Waste Disposal:

Yes

No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it

☐☐

Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to all items below.

Marijuana Transportation:

Yes No

The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700

☐ ☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle

☐ ☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

☐ ☐

During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

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Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

☐ ☐

When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

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The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Signage and Advertising

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer “Agree” to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that:

Agree Disagree

Is false or misleading

☐ ☐

Promotes excessive consumption

☐ ☐

Represents that the use of marijuana has curative or therapeutic effects

☐ ☐

Depicts a person under the age of 21 consuming marijuana

☐ ☐

Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21

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On or in a public transit vehicle or public transit shelter

☐ ☐

On or in a publicly owned or operated property

☐ ☐

Within 1000 feet of a substance abuse or treatment facility

☐ ☐

On a campus for post-secondary education

☐ ☐

Signage and Promotional Materials:

Agree Disagree

I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)

☐ ☐

The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products

☐ ☐

All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 8 – Control Plan for Persons Under the Age of 21**

Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Any and all persons entering Danish Gardens facility will only have one point of access. Upon entering the facilities main entrance foyer and prior to entry of store gallery all patrons will be required to present valid and current identification such as but not limited to Drivers license, Passport, Military identification or other State of Alaska approved documentation. The identification and patron will be video recorded to ensure compliance and as well a log will be accurately kept of all patrons entry as well as verification of their exit.

Signs will be posted outside and inside the premises that clearly bands anyone under the age of 21 from entry of the facility to include accompanied minors.

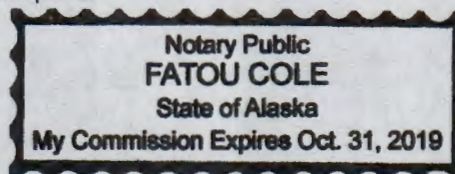
Any employee in violation and/or attempted violation will be immediately dismissed and referred to local law enforcement.

Any patron attempting to violate and or circumvent this policy will be immediately removed from the facility and banned from future re-entry as well as referred to local law enforcement for review.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Mark Wyrick
Signature of licensee

MARK WYRICK
Printed name



Subscribed and sworn to before me this 24th day of May, 2016.

[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 10-31-19



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501

marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

What additional information is required for cultivation facilities?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Cultivation plan
- Odor control
- Testing procedure and protocols
- Security

This form must be submitted to AMCO's main office before any marijuana cultivation facility license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Section 2 – Prohibitions

Applicants should review 3 AAC 306.405 – 3 AAC 306.410 and be able to answer “Agree” to all items below.

The marijuana cultivation facility will not:

Agree Disagree

Sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation

☐ ☐

Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its licensee premises or within 20 feet of the exterior of any building or outdoor cultivation facility

☐ ☐

Treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana

☐ ☐

Section 3 – Cultivation Plan

Review the requirements under 3 AAC 306.420, and identify how the proposed premises will meet the listed requirements.

Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's growing medium(s) to be used:

Describe the marijuana cultivation facility's fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used:

Describe the marijuana cultivation facility's irrigation and waste water systems to be used:



Alaska Marijuana Control Board
**Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility**

Describe the marijuana cultivation facility's waste disposal arrangements:

Section 4 – Odor Control

Review the requirements under 3 AAC 306.430, and identify how the proposed premises will meet the listed requirement.

Describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer “Agree” to the item below.

I understand and agree that:

Agree Disagree

The board will or the director shall from time to time require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks

☐☐

Describe the testing procedure and protocols the marijuana cultivation facility will follow:



Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Section 6 – Security

Review the requirements under 3 AAC 306.430 and 3 AAC 306.470 – 3 AAC 306.475, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer “Agree” to the two items below.

The marijuana cultivation facility applicant has:

Agree Disagree

Read and understands and agrees to the packaging of marijuana requirements under 3 AAC 306.470

☐ ☐

Read and understands and agrees to the labeling of marijuana requirements under 3 AAC 306.475

☐ ☐

Restricted Access Area (3 AAC 306.430):

Yes No

Will the marijuana cultivation facility include outdoor production?

☐ ☐

If “Yes”, describe the outdoor structure(s) or the expanse of open or clear ground fully enclosed by a physical barrier:



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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Phone: 907.269.0350

Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility:

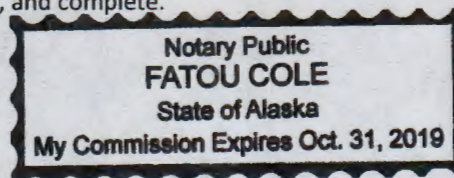
This proposed facility is constructed of 17" thick poured concrete walls. All direct access to outside areas have no direct view and security measures in place to include windows.

I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Mark Wyrick
Signature of licensee

MARK WYRICK
Printed name



Subscribed and sworn to before me this 24th day of May, 2016.

[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 10-31-19



Alaska Marijuana Control Board

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	DANISH GARDENS, LLC	License Number:	10310		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	DANISH GARDENS, LLC				
Physical Address:	2430 Cinnabar Loop				
City:	Anchorage	State:	AK	Zip Code:	99517 - 3138
Designated Licensee:	Dane A Wyrick				
Email Address:	DanishGardensAK@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<ul style="list-style-type: none">• MJ-07
------------------------	---

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit**What is this form?**

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Dane Wyrick	License Number:	10310		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Danish Gardens LLC				
Premises Address:	2430 Cinnabar Loop				
City:	Anchorage	State:	ALASKA	ZIP:	99507

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

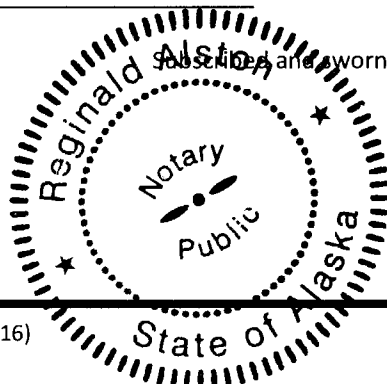
Start Date: 05/09/2016

End Date: 05/19/2016

Other conspicuous location: 5855 Lake Otis Pkwy, Anchorage, AK 99507 (Post Office)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Dane Wyrick
Signature of licensee



Subscribed and sworn to before me this 25 day of May, 2016.

Reginald Alston
Notary Public in and for the State of Alaska.

My commission expires: March 23, 2019



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit**What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Danish Gardens, LLC	License Number:	10310		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Danish Gardens LLC				
Premises Address:	2430 Cinnabar Loop				
City:	Anchorage	State:	ALASKA	ZIP:	99507

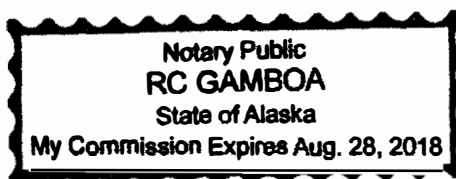
Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: Municipality of AnchorageDate Submitted: 05-27-2016Community Council: Abbott LoopDate Submitted: 05-31-2016

(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee [Signature]Subscribed and sworn to before me this 31 day of May, 2016.Notary Public in and for the State of Alaska. [Signature]My commission expires: Aug. 28, 2018



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit**What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Danish Gardens, LLC	License Number:	10310		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Danish Gardens LLC				
Premises Address:	2430 Cinnabar Loop				
City:	Anchorage	State:	ALASKA	ZIP:	99507

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: Municipality of Anchorage

Date Submitted: 05-27-2016

Community Council: Abbott Loop

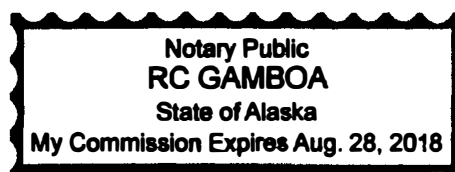
Date Submitted: 05-31-2016

(Municipality of Anchorage and Matanuska-Susitna Borough only)

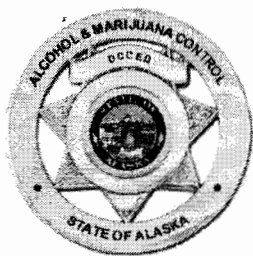
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Mal Way
Signature of licensee

Subscribed and sworn to before me this 31 day of May, 20 16.



RC Gamboa
Notary Public in and for the State of Alaska.
My commission expires: Aug. 28, 2018



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee or affiliate before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Danish Gardens, LLC	License Number:	10310		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Danish Gardens LLC				
Premises Address:	2430 Cinnabar Loop				
City:	Anchorage	State:	ALASKA	ZIP:	99507

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Dane A Wyrick	
Title:	Owner	
SSN:	[REDACTED]	



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Marijuana Control Board

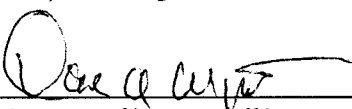
Form MJ-09: Statement of Financial Interest

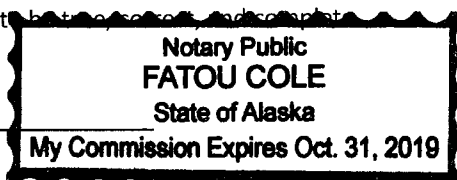
Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

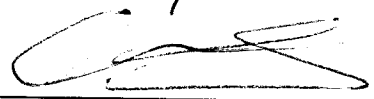
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee/affiliate



Subscribed and sworn to before me this 24th day of May, 20 16.


Notary Public in and for the State of Alaska.

My commission expires: 10-31-19



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee or affiliate before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Danish Gardens, LLC	License Number:	10310		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Danish Gardens LLC				
Premises Address:	2430 Cinnabar Loop				
City:	Anchorage	State:	ALASKA	ZIP:	99507

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Mark Wyrick				
Title:	Owner				
SSN:	<div style="background-color: black; width: 100px; height: 1.2em;"></div>				



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

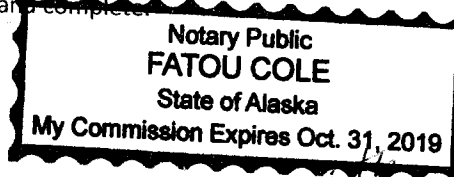
Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Mel Wey
Signature of licensee/affiliate



Subscribed and sworn to before me this 24 day of May, 2016.

[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 12-31-19

Lease Summary

Lease Date: 5/4/2016
Commencement Date: 6/1/2016
Term Date: 6/30/2019
Occupancy Date: 6/1/2016
Landlord: Nanook Holdings Cinnabar, LLC
Address of Landlord: PO Box 70583 Seattle WA 98127
Tenant: Dane Wyrick d/b/a All Decked Out Co
Premises: 2430 Cinnabar Lp., Anchorage, AK 99507
Premises sf: 16,760 sf
Building sf: 16,760 sf

 COPY

"Premises" approximately **16,760** square feet in the building located at **2430 Cinnabar Lp. , Anchorage, AK 99507** which contains approximately 16,760 square feet (computed from measurements to the exterior of outside walls of the building and to the center of interior walls), being part of the real property described in Exhibit B attached hereto.


Lease Term: Commencing on the "Commencement Date" as hereinafter defined and, unless extended as herein provided, ending **37-months** thereafter except that in the event the Commencement Date is a date other than the first day of a calendar month, said term shall extend for said number of months in addition to the remainder of the calendar month following the Commencement Date.


Scheduled Term Commencement Date: 6/1/2016
Monthly Base Rent: (Exhibit C)

Security / Damage Deposit: \$60,000.00
Initial Monthly Escrow Payment for Taxes and Other Charges: -
Initial Monthly Common Area Maintenance Charge (CAM): \$4,204.96
Initial Monthly Insurance Escrow Payment: -

Tenant's Payment Total (Due at Lease Execution)

First Month's Rent (Period 1): \$20,000.00
Security Deposit (acceptable in the form of cash, check, or bank-issued Letter of Credit. Letter of Credit may be substituted for cash after Lease execution.): \$60,000.00
First Month's CAM Charge (Period 0): \$4,204.96
Other Initial Charges – CAMs (Mo. 1 of Period 1): \$4,204.96
Total Due: \$88,409.91

Landlord Initial: 

Tenant Initial: 

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into by and between Nanook Holdings Cinnabar, LLC, hereinafter referred to as "Landlord", and Dane Wyrick d/b/a All Decked Out Co, hereinafter referred to as "Tenant" for the "Premises", commonly known as 2430 Cinnabar Lp. , Anchorage, AK 99507.

WITNESSETH

1. PREMISES AND TERM.

A. In consideration of the obligation of Tenant to pay rent as herein as specified in Exhibit C, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby leases to Tenant, and Tenant hereby takes and leases from Landlord those certain Premises as outlined on Exhibit B attached hereto (hereinafter referred to as the "Premises") and incorporated herein by reference, together with all rights, privileges, easements, appurtenances, and amenities belonging to or in any way appertaining to the Premises and together with the building(s) and other improvements situated or to be situated upon land described in Exhibit B attached hereto (the "Property") in "AS IS" condition.

B. TO HAVE AND TO HOLD the same for a term commencing on the "Commencement Date", as hereinafter defined, and ending thereafter as specified in Exhibit A, attached hereto (the "Term"), provided, however, that, in the event the "Commencement Date" is a date other than the first day of a calendar month, said term shall extend for said number of months in addition to the remainder of the calendar month following the "Commencement Date".

C. The "Commencement Date" shall be the Commencement Date specified in Exhibit A.

D. The "Occupancy Date" shall be the Occupancy Date specified in Exhibit A.

2. BASE RENT, SECURITY DEPOSIT AND LATE CHARGES.

A. Tenant agrees to pay to Landlord Base Rent for the Premises, in advance, without demand, deduction or setoff, for the entire Lease Term hereof at the rate(s) specified in Exhibit C, payable in monthly installments. One such monthly installment shall be due and payable on the date hereof and a like monthly installment shall be due and payable on or before the first day of the calendar month and on or before the first day of each succeeding calendar month succeeding the Commencement Date recited above during the Lease Term, except that the rental payment for any fractional calendar month at the commencement or end of the Lease period shall be prorated on the basis of a 30-day month.

B. In addition, Tenant agrees to deposit with Landlord on the date hereof a security deposit in the amount specified in Exhibit A, which sum shall be held by Landlord, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that such deposit is not an advance rental deposit, not the last month's rent nor a measure of Landlord's damages in the event of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such deposit to the extent necessary to make good any arrears of rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by such event of default; or to perform any obligation required of Tenant under the Lease; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. Although the security deposit shall be deemed the property of Landlord, any remaining balance of such deposit shall be returned by Landlord to Tenant at such time after termination of this Lease that all of Tenant's obligations under this Lease have been fulfilled.

C. If Tenant shall fail, for any month, to pay the Base Rent or additional rent or any other amount which may be owing by Tenant to Landlord hereunder on or before the tenth (10th) day of the month, there shall be added to the amount due a monthly late charge in the amount of Five Percent (5.0%) of total amount due, which monthly late charge shall be added for each month full payment is delayed past the tenth (10th) day thereof. In addition, any amount owing by Tenant to Landlord under this Lease past the tenth (10th) day of the month shall bear interest at the rate of twelve percent (12.0%) per annum from and after the tenth (10th) day of the month until paid, which interest Tenant shall pay to Landlord upon demand.

3. USE.

A. The Premises shall be used for the purpose of lawful marijuana cultivation, lawful marijuana manufacturing, lawful marijuana retail sales, general office, receiving, storing, shipping, assembly, light manufacturing, selling products, retailing, materials and merchandise made and/or distributed by Tenant and for such other lawful purposes as may be incidental thereto. Outside storage, including without limitation, trucks and other vehicles, is prohibited without Landlord's prior written consent. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for its use of the Premises. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives including but not limited to those regarding the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any unlawful, objectionable, or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action which would constitute a nuisance or would disturb or endanger any other tenants of the building in which the Premises are situated or unreasonably interfere with their use of their respective premises. In addition to any other remedies Landlord may have for a breach by Tenant of the terms of this Paragraph 3, Landlord shall have the right to have Tenant evicted from the Premises. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or other merchandise which is explosive or highly inflammable. Tenant will not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) which would render the insurance thereon void or the insurance risk more hazardous or cause the State Board of Insurance or other insurance authority to disallow any sprinkler credits. In the event Tenant's use of the Premises shall result in an increase in insurance premiums, Tenant shall be solely responsible for said increase.

4. TAXES AND OTHER CHARGES.

A. Tenant agrees to pay its Proportionate Share (as specified in Exhibit A, "Definitions:" and detailed in Exhibit F, "CAM Schedule:") of any and all real and personal property taxes, regular and special assessments, license fees and other charges of any kind and nature whatsoever, payable by Landlord as a result of any public or quasi-public authority, or imposition against, or arising out of Landlord's ownership of or interest in, the real estate described in Exhibit B attached hereto, together with the building and the grounds, parking areas, driveways, roads, and alleys around the building in which the Premises are located, or any part thereof (collectively "Taxes") as well as a reasonable reserve for roof replacement and exterior painting and parking lot sealing and striping all as reasonably necessary (hereinafter collectively referred to as the "Charges"). During each month of the Lease Term, Tenant shall make a monthly escrow deposit with Landlord (the "Escrow Payment") equal to one-twelfth (1/12) of its Proportionate Share of the Taxes and Charges which will be due and payable for that particular calendar year. Tenant authorizes Landlord to use the funds deposited by Tenant with Landlord under this Paragraph 4 to pay the Taxes and Charges. Each Escrow Payment shall be due and payable, as additional rent, at the same time and in the same manner as the payment of monthly rental as provided herein. The amount of the initial monthly Escrow Payment will be specified in Exhibit A. The initial Escrow Payment is based upon Tenant's proportionate share of the estimated Taxes and Charges for the year in question, and the monthly Escrow Payment is subject to increase or decrease as determined by Landlord to reflect an accurate escrow of Tenant's estimated Proportionate Share of the Taxes and Charges. The Escrow Payment account of Tenant shall be reconciled annually. If the Tenant's total Escrow Payments are less than Tenant's actual pro rata share of the Taxes and Charges, Tenant shall pay to Landlord upon demand the difference; if the Tenant's total Escrow Payments are more than Tenant's actual pro rata share of the Taxes and Charges, Landlord shall retain such excess and credit it to Tenant's Escrow Payment account for the successive

year's Taxes and Charges. Tenant's Proportionate Share of Taxes and Charges and other costs of which Tenant is required to pay a Proportionate Share shall be computed by multiplying the Taxes and Charges by a fraction, the numerator of which shall be the number of gross leasable square feet of floor space in the Premises and the denominator of which shall be the total applicable gross leasable square footage, or such other equitable apportionment as may be adopted by Landlord.

B. (1) If at any time during the Lease Term, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, fees or charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents or the present or any future building or buildings, then all such taxes, assessments, fees or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Charges" for the purposes hereof.

(2) Tenant may, alone or along with other tenants of the building containing the Premises, at its sole cost and expense, in its or their own name(s) dispute and contest any Taxes by appropriate proceedings diligently conducted in good faith, but only after Tenant has deposited with Landlord the amount so contested and unpaid or its Proportionate Share thereof as the case may be, which shall be held by Landlord without obligation for interest until the termination of the proceedings, at which time the amount(s) deposited shall be applied by Landlord toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and Tenant's share of any excess shall be returned to Tenant. Landlord Agrees to cooperate with Tenant in regard to any dispute or contest of Taxes, as reasonably requested by Tenant. Tenant further agrees to pay to Landlord upon demand Tenant's share (as among all tenants who participated in the contest) of all court costs, interest, penalties and other liabilities relating to such proceedings which are assessed against Landlord or the Property, provided that Tenant was a participant in such proceedings. In the event that Tenant obtains a refund of Taxes, Tenant shall be entitled to reimbursement therefrom of Tenant's reasonable attorneys' fees and costs in regard to the prosecution of the Taxes refund action, in addition to its Proportionate Share of any remaining balance.

(3) Any payment to be made pursuant to this Paragraph 4 with respect to the calendar year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full calendar year as that part of such calendar year covered by the Lease Term bears to a full calendar year.

C. Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

5. TENANT'S MAINTENANCE.

A. Tenant shall at its own cost and expense keep and maintain all parts of the Premises (except those for which Landlord is expressly responsible under the terms of this Lease – see CAM Schedule) in good condition (reasonable wear and tear excepted), promptly making all necessary repair and replacements, including but not limited to, windows, glass and plate glass, doors, any special office entry, interior walls and finish work, floor covering, heating and air conditioning systems, security systems, dock boards, truck doors, dock bumpers, plumbing, electrical, lighting, minor roof leaks, trade fixtures, regular removal of trash and debris, snow plowing and snow removal, heat trace, keeping the Premises in a clean and sanitary condition. Tenant shall not be obligated to repair any damage caused by fire, tornado, or other casualty except that Tenant shall be obligated to repair all wind damage to glass except with respect to tornado or hurricane damage. Tenant shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole cost and expense, promptly repair any damage or injury to any demising wall caused by Tenant or its employees, agents, licensees or invitees (reasonable wear and tear excepted).

B. Tenant and its employees, customers and licensees shall have the right to use the parking areas as set forth on Exhibit E, subject to such reasonable rules and regulations as Landlord may from time to time

prescribe and subject to rights of ingress and egress of other tenants. Landlord shall not be responsible for enforcing but shall cooperate with Tenant, as reasonably requested by Tenant, in regard to Tenant's enforcement of Tenant's exclusive parking rights against any third parties. If Tenant or any other particular tenant of the building can be clearly identified as being responsible for obstructions or stoppage of a common sanitary sewage line, then Tenant, if Tenant is responsible, or such other responsible tenant, shall pay the entire cost thereof, upon demand, as additional rent.

C. Upon lease termination Tenant agrees to pressure wash (industrial/warehouse spaces only) and clean interior space and flooring.

6. **LANDLORD'S REPAIRS.** After reasonable notice from Tenant, Landlord shall maintain in good condition and, when necessary, shall repair the Common Areas, alleys, driveway, parking areas and paving, roof, downspouts, floors, exterior walls and foundations, and the cost thereof shall be shared as provided in Paragraph 7. Tenant shall repair and pay for any damage to such items to be maintained by Landlord not covered by Landlord's insurance and which is caused by any act, omission or negligence of Tenant, or Tenant's employees, agents, licensees or invitees, or caused by Tenant's default hereunder. The term "walls" as used herein shall not include windows, glass or plate glass, doors, special store fronts or office entries. Tenant shall immediately give Landlord written notice of defect or need for repairs, after which Landlord shall have a reasonable opportunity and time to repair same or cure such defect. Landlord's liability with respect to any defects, repairs or maintenance for which Landlord is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance or the curing of such defect.
7. **MONTHLY COMMON AREA MAINTENANCE CHARGE.** Tenant agrees to pay as additional rent each month for its Proportionate Share of the cost of operation and maintenance of the Common Area which shall be defined from time to time by Landlord. Common Area costs ("Common Area Maintenance Charges" or "CAM") which may be incurred by Landlord at its discretion, shall include, but not be limited to those costs incurred for lighting, water, sewage, snow removal, snow shoveling, heat trace, trash removal, exterior painting, exterior window cleaning, exterior electrical, sweeping, policing, inspecting, sewer and storm sewer lines, plumbing, paving, heat trace, landscape and wetlands maintenance, plant material replacement, heating ventilation and air conditioning systems and equipment maintenance and repair, property management and other like charges, and Landlord's fee for supervision and administration of the items set forth in this paragraph, not to exceed five percent (5.0%) of Common Area Maintenance Charges. Landlord shall maintain the Common Area in reasonably good condition and repair. The Proportionate Share to be paid by Tenant of the cost of operation and maintenance of the Common Area shall be computed on the ratio that the gross leasable square feet of the Premises bears to the total applicable gross leasable square footage and the inclusion of that additional square footage in the computation of Tenant's Proportionate Share of the cost of operation and maintenance of the Common Area), or such other equitable apportionment as may be adopted by Landlord. Landlord shall make monthly or other periodic charges based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance but subject to adjustment after the end of the year on the basis of the actual cost for such year. Any such periodic charges shall be due and payable upon delivery of notice thereof. The initial Common Area Maintenance Charge, subject to adjustment as provided herein, shall be due and payable, as additional rent, at the same time and in the same manner as the time and manner of the payment of monthly rental as provided herein. The amount of the initial monthly Common Area Maintenance Charge shall be as specified in Exhibit A. Notwithstanding anything herein to the contrary, Common Area Maintenance Charges shall not include the cost of: capital improvements to the Common Areas (except those which (i) are amortized in accordance with generally accepted accounting principles and (ii) are made after the date of the Lease and (iii) are reasonably calculated to reduce other Common Area Maintenance Charges or are required under any governmental law or regulation that was not applicable to the Common Areas at the time they were constructed); debt service; depreciation; costs of tenant improvements; real estate brokers' commissions; capital items other than those permitted above; and the cost of repairs, utilities, or extra services furnished to, billed to and payable separately by any other tenant leasing space on the Property.
8. **ALTERATIONS.** Tenant shall not make any alterations, additions or improvements to the Premises (including but not limited to roof and wall penetrations) without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, but which shall take into consideration, among other things, compliance with the Covenants, Conditions and Restrictions governing activities at the Premises. Notwithstanding anything herein to the contrary, Tenant may, without Landlord's consent, make non-structural alterations, additions or improvements to the Premises in an amount not to exceed, in the

aggregate, \$5,000 per calendar year. Tenant may, without the consent of Landlord, but at its own cost and expense and in a good workmanlike manner erect such shelves, bins, machinery and trade fixtures as it may deem advisable, without altering the basic character of the building or improvements and without overloading or damaging such building or improvements, and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. All alterations, additions, improvements and partitions erected by Tenant shall be and remain the property of Tenant during the Term of this Lease and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all alterations, additions, improvements and partitions erected by Tenant and restore the Premises to their original condition by the date of termination of this Lease or upon earlier vacating of the Premises, provided, however, that if Landlord so elects prior to termination of this Lease or upon earlier vacating of the Premises, such alterations, additions, improvements and partitions shall become the property of Landlord as of the date of termination of this Lease or upon earlier vacating of the Premises and shall be delivered up to the Landlord with the Premises. Upon Tenant's written request, made within six (6) months prior to the expiration of the term hereof, Landlord shall designate which alterations, additions, improvements and partitions Tenant will not be required to remove. All shelves, bins, machinery and trade fixtures installed by Tenant may be removed by Tenant prior to the termination of this Lease if Tenant so elects, and shall be removed by the date of termination of this Lease or upon earlier vacating of the Premises if required by Landlord; upon any such removal Tenant shall restore the Premises to their original condition. All such removals and restoration shall be accomplished in good workmanlike manner so as not to minimize any damage the primary structure or structural qualities of the buildings and other improvements situated on the Premises, but in any event, Tenant shall restore the Premises to their original condition, reasonable wear and tear excepted.

9. **SIGNS.** Tenant shall not install signs upon the Premises without Landlord's prior written approval, which approval shall not unreasonably withheld, conditioned or delayed. Such signage shall be subject to any applicable governmental laws, ordinances, regulations and other requirements as well as any applicable covenants, conditions and restrictions. Tenant shall remove all such signs by the termination of this Lease. Such installations and removals shall be made in such a manner as to avoid injury or defacement of the building and other improvements, and Tenant shall repair any injury or defacement, including without limitation discoloration, caused by such installation and/or removal. Landlord approves the signage described on Exhibit D.

10. **INSPECTION.**

A. Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises at any reasonable time upon such notice, if any, as is reasonable under the circumstances, for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease. During the period that is six (6) months prior to the end of the Term hereof, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time for the purpose of showing the Premises and shall have the right to erect on the Premises a suitable sign indicating the Premises are available.

B. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises and shall arrange to meet with Landlord for a joint inspection of the Premises prior to vacating. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration. It shall be the responsibility of Tenant, prior to vacating the Premises, to clean and repair the Premises and restore them to the condition in which they were in upon delivery of the Premises to Tenant at the Commencement Date, reasonable wear and tear excepted. Cleaning, repair and restoration shall include, but not be limited to, removal of all trash, cleaning and repainting of walls, where necessary, cleaning of carpet and flooring, cleaning and wiping down of all fixtures, maintenance and repair of all heating and air conditioning systems installed by Tenant, and all similar work, which shall be done at the latest practical date prior to vacation of the Premises.

11. **UTILITIES.** Landlord agrees to provide, at its cost water, electricity and gas service connections into the Premises and the Common Area; but Tenant shall pay for all separately metered water, gas, heat, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or from the Premises, and its Proportionate Share of such utilities and services used in the Common Area (under the terms of Paragraph 7 above) together with any taxes, penalties, surcharges or the like pertaining thereto and any maintenance

charges for utilities and shall furnish all electric light bulbs and tubes. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion as reasonably determined by Landlord of all charges jointly metered with other premises. Landlord shall in no event be liable for any interruption or failure of utility services on the Premises not caused by Landlord.

A. If Tenant's electrical equipment requires additional air conditioning capacity above that provided by the building's standard system, then Tenant shall pay for the cost of installing and operating the additional air conditioning.

B. If Tenant desires any of the aforementioned services in amounts in excess of those deemed by Landlord to be standard for the building, and if Landlord elects to provide such additional quantities, then Tenant shall pay to Landlord, as an additional charge hereunder, the cost of providing such additional quantities.

12. **ASSIGNMENT AND SUBLETTING.** Tenant shall not have the right, voluntarily or involuntarily, to assign, convey, transfer, mortgage or sublet the whole or any part of the Premises under this Lease without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay Landlord a reasonable fee, not to exceed \$500.00, to reimburse Landlord for processing costs incurred in connection with such consent.

A. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an "event of default" as hereinafter defined, if the Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided, or provided by law, may at its option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment, transfer or sublease and apply such rent against any sums due to Landlord from Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. Notwithstanding anything herein to the contrary, Tenant shall be permitted to assign or sublet this Lease without Landlord's consent, but upon notice to Landlord, to any parent or subsidiary of Tenant. Transfers of ownership interest in Tenant which do not change a majority or more of the voting interests in Tenant shall not be considered assignments requiring Landlord's consent. Tenant may assign its interest in this Lease to a lender as security without Landlord's consent.

13. **INSURANCE, FIRE AND CASUALTY DAMAGE.**

A. Landlord agrees to maintain (1) insurance covering the building of which the Premises are a part in an amount not less than eighty percent (80.0%) (or such greater percentage as may be necessary to comply with the provisions of any co-insurance clauses of the policy) of the "replacement cost" thereof as such term is defined in the replacement cost endorsement to be attached thereto, insuring against the perils of fire, lightning, extended coverage, vandalism and malicious mischief, extended by special extended coverage endorsement to insure against all other risks of direct physical loss; and (2) commercial general liability insure with respect to the Common Area of the buildings. Such coverages and endorsements shall be as defined, provided and limited in the standard bureau forms prescribed by the insurance regulatory authority for the state in which the Premises are situated for use by insurance companies admitted in such state for the writing of such insurance on risks located within such state. Subject to the provisions of subparagraphs 13(C),(D) and (E) below, such insurance shall be for the sole benefit of Landlord and under its sole control.

B. Tenant shall make one-time annual payment for marijuana cultivation specific insurance policy prior to commencement of "grow" or start of marijuana production or cultivation. Policy information, including certificate, shall be provided to Landlord prior to commencement of marijuana manufacturing or cultivation.

C. Tenant agrees to pay its Proportionate Share of Landlord's cost of carrying fire and extended coverage insurance on the building and commercial general liability insurance on the Common Area (collectively the "Insurance") During each month of the term of this Lease, Tenant shall make a monthly escrow deposit with Landlord equal to one-twelfth (1/12) of its Proportionate Share of the Insurance which will be due and payable for that particular year, (the "Insurance Escrow Payment"). Tenant authorizes Landlord to use the funds deposited by it with Landlord under this paragraph to pay the cost of such Insurance. Each Insurance Escrow

Payment shall be due and payable, as additional rent, at the same time and manner of the payment of the monthly rental as provided herein. The Tenant's initial share of the estimated Insurance for the year in question, and its monthly Insurance Escrow Payment, is subject to increase or decrease as determined by Landlord to reflect an accurate monthly escrow of Tenant's estimated Proportionate Share of the Insurance. The Insurance Escrow Payment account of Tenant shall be reconciled annually. If the Tenant's total Insurance Escrow Payments are less than Tenant's actual Proportionate Share of the Insurance, then Tenant shall pay to Landlord upon demand the difference; if Tenant's total Insurance Escrow Payments are more than Tenant's actual Proportionate Share of the Insurance, then Landlord shall promptly refund the balance of such excess to Tenant after first crediting the excess to the next monthly payment due from Tenant for its Proportionate Share of Taxes and Insurance. The amount of the Tenant's monthly Insurance Escrow Payment will be as specified Exhibit A.

D. If the building of which the Premises are a part, should be damaged or destroyed by fire, tornado or other casualty, Tenant shall give immediate written notice thereof to Landlord.

E. If the building, of which the Premises are a part, should be totally destroyed by fire, tornado or other casualty, or if it should be so damaged thereby that rebuilding or repairs cannot in Landlord's estimation be completed within two hundred (200) days after the date upon which Landlord is notified by Tenant of such damage, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage. Landlord shall give notice to Tenant in writing of its determination to terminate this Lease within ninety (90) days following the date of the occurrence of such damage.

F. If the building, of which the Premises are a part, should be damaged by any peril covered by the Insurance to be provided by Landlord under subparagraph 13(A) above, but only to such extent that rebuilding or repairs can in Landlord's reasonable estimation be completed within two hundred (200) days after the date upon which Landlord is notified by Tenant of such damage, this Lease shall not terminate, and Landlord shall at its sole cost and expense thereupon proceed with reasonable diligence to rebuild and repair such building to substantially the condition in which it existed prior to such damage, except that Landlord shall not be required to rebuild, repair or replace any part of the partition, fixtures, additions and other improvements which may have been placed in, or about the Premises by Tenant. If the Premises are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be reduced to such extent as may be fair and reasonable under all of the circumstances. In the event that Landlord shall fail to complete such repairs and rebuilding within two hundred (200) days after the date upon which Landlord is notified by Tenant of such damage, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord as Tenant's exclusive remedy, whereupon all rights and obligations hereunder shall cease and terminate.

G. Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the Insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon all rights and obligations hereunder shall cease and terminate.

H. Each of Landlord and Tenant hereby releases the other from any loss or damage to property caused by fire or any other perils insured through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of Insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder and then only to the extent of the Insurance proceeds payable under such policies. Each of the Landlord and Tenant agrees that it will request its Insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

14. **LIABILITY.** Landlord shall not be liable to Tenant or Tenant's employees, agents, servants, guests, invitees or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, to the extent caused by Tenant, its employees, agents, servants, guests, invitees or visitors, or of any other person entering upon the Premises, or caused by the building and improvements located on the Premises becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the Premises, or due to any cause whatsoever (excluding acts or omissions of Landlord, its employees, guests and servants), and Tenant hereby covenants and agrees that it will at all times indemnify and hold safe and harmless the property, the Landlord (including without limitation the trustee and beneficiaries if Landlord is a trust), Landlord's employees, agents, servants, guests, invitees, and visitors from any loss, liability, claims, suits, costs, expenses, including without limitation attorneys' fees and damages, both real and alleged, arising out of any such damage or injury. Tenant shall procure and maintain throughout the term of this Lease a policy or policies of Insurance, at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with: (i) the Premises; (ii) the condition of the Premises; (iii) Tenant's operations in and maintenance and use of the Premises; and (iv) Tenant's liability assumed under this Lease, the limits of such policy or policies to be in the amount of not less than \$2,000,000 per occurrence in respect of injury to persons (including death) and in respect of property damage or destruction, including loss of use thereof. Landlord shall be named as an additional insured on such policies. All such policies shall be procured by Tenant from responsible insurance companies satisfactory to Landlord. Certified copies of such policies, together with receipt evidencing payment of premiums therefor, shall be delivered to Landlord prior to the Commencement Date of this Lease. Not less than fifteen (15) days prior to the expiration date of any such policies, certified copies of the renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to Landlord. Such policies shall further provide that not less than thirty (30) days written notice shall be given to Landlord before such policy may be canceled or changed to reduce insurance provided thereby.
15. **CONDEMNATION.**
- A. If the whole or any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises shall occur.
- B. If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in the subparagraph above, this Lease shall not terminate but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances.
- C. In the event of any such taking or private purchase in lieu thereof, Landlord shall be entitled to receive the entire award. Tenant shall be entitled to make a claim in any condemnation proceedings which does not reduce the amount of Landlord's award, for the value of any furniture, furnishings and fixtures installed by and at the sole expense of Tenant.
16. **HOLDING OVER.** Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing on the terms of such holding over, holdover tenancy shall be deemed to be a month-to-month tenancy, terminable by either Landlord or Tenant in accordance with Alaska law, and all of the other terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord from time to time upon demand, as rental for the period of any holdover, an amount equal to one and one-half (1.5x) the Base Rent in effect on the termination date, plus all additional rental as defined herein, computed on a daily basis for each day of the holdover period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Paragraph 16 shall not be construed as Landlord's consent for Tenant to hold over.
17. **QUIET ENJOYMENT.** Landlord covenants that it now has, or will acquire before Tenant takes possession of the Premises, good fee or leasehold title to the Premises, free and clear of all liens and encumbrances, excepting

only the lien for current taxes not yet due, such mortgage or mortgages as are permitted by the terms of this Lease, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of such property, and easements, restrictions and other conditions of record. In the event this Lease is a sublease, then Tenant agrees to take the Premises subject to the provisions of the prior leases. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

18. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Lease:

A. Tenant shall fail to pay any installment of the rent herein reserved when due, or any payment with respect to taxes hereunder when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of ten (10) days from the date such payment was due.

B. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

C. Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

D. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

E. Tenant shall abandon, desert or vacate any substantial portion of the Premises.

F. Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Paragraph 18), and shall not cure such failure within thirty (30) days after written notice thereof to Tenant provided, however, that if the default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, the cure period shall be extended for up to ninety (90) days provided Tenant diligently commences to cure the default during the initial thirty day period and pursues the cure with diligence thereafter.

19. **REMEDIES.** Upon the occurrence of any such events of default described in Paragraph 18 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever.

A. Landlord may accelerate all rent payments due hereunder which shall then become immediately due and payable, discounted to present value, and taking into consideration Landlord's duty to mitigate its damages.

B. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor, and Tenant agrees to pay to Landlord on demand the amount of all direct damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

C. Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and relet the Premises for such terms ending before, on or after the expiration date of the Lease Term, at such rentals and upon such other conditions (including concessions and prior occupancy periods) as Landlord in its sole discretion may determine, and receive the rent therefor; and Tenant agrees to pay to the Landlord on demand any deficiency that may arise by reason of such reletting. Landlord shall use reasonable efforts to mitigate its damages. In the event Landlord is successful in reletting

the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant each mutually agree that Tenant shall not be entitled, under any circumstances, to such excess rental, and Tenant does hereby specifically waive any claim to such excess rental.

D. Enter upon the Premises, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease.

E. Whether or not Landlord retakes possession of or relets the Premises, Landlord shall have the right to recover unpaid rent and all damages caused by Tenant's default, including attorneys' fees. Damages shall include, without limitation: all rentals lost, all legal expenses and other related costs incurred by Landlord following Tenant's default, all costs incurred by Landlord in restoring the Premises to good order and condition, or in remodeling, renovating or otherwise preparing the Premises for, or obtaining, reletting (including, without limitation, any brokerage commissions, but all such amounts incurred in obtaining a specific tenant for the Premises shall be apportioned in the ratio that the remaining balance of the term of this Lease bears to the term of the lease of the specific new tenant obtained), all costs (including without limitation the value of Landlord's time) incurred by Landlord, plus interest thereon from the date of expenditure (in the case of a reimbursement owing by Tenant to Landlord hereunder), or from the date the failure of Tenant to make such payment to Landlord became a default under subparagraph 18(A) above (in the case of any installment of rent or other payment owing by Tenant to Landlord hereunder other than a reimbursement) until fully repaid at the rate of twelve percent (12.0%) per annum.

F. In the event Tenant fails to pay any installment of rent, additional rent or other charges hereunder as and when such installment is due, to help defray the additional cost to Landlord for processing such late payments Tenant shall pay to Landlord on demand a late charge in an amount equal to Five Percent (5.0%) of total amount(s) due; and the failure to pay such amount within ten (10) days after demand therefor shall be an event of default hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

G. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, such remedies being cumulative and non-exclusive, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the Landlord or its agents during the Lease Term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

20. **WAIVER OF JURY TRIAL.** Each of the parties hereto hereby irrevocable waives its right to a jury trial of any claim or cause of action based upon or arising out of this agreement or any dealings between the parties hereto relating to the subject matter hereof. Each of the parties hereto also waives any bond or surety or security upon such bond that might, but for this waiver, be required of the other party. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each of the parties hereto acknowledges that this waiver is a material inducement to enter into this agreement. Each of the parties hereto hereby further acknowledges and agrees that each has reviewed or had the opportunity to review this waiver with its respective legal counsel, and that it knowingly and voluntarily waives its jury trial rights

following consultation with such legal counsel. In the event of litigation, this agreement may be filed as a written consent to a trial by the court.

21. **LANDLORD'S LIEN.** Any statutory lien for rent is not hereby waived.
22. **MORTGAGES.** Tenant accepts this Lease subject and subordinate to any mortgage(s) and/or deed(s) of trust now or at any time hereafter constituting a lien or charge upon the Premises or the improvements situated thereon, provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents which may be required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage provided the mortgagee grants to Tenant a non-disturbance agreement, provided that the documentation required by such mortgagee does not materially increase the obligations of Tenant under this Lease, the parties hereto hereby agreeing that the obligation to give notice to such mortgagee will not and does not constitute a material increase in Tenant's obligations under this Lease.
23. **LANDLORD'S DEFAULT.** In the event Landlord should become in default in any payment due on any such mortgage described in Paragraph 21 hereof or in the payment of taxes or any other item which might become a lien upon the Premises and which Tenant is not obligated to pay under the terms and provisions of this Lease, Tenant is authorized and empowered after giving Landlord five (5) days prior written notice of such default and Landlord's failure to cure such default, to pay any such items for and on behalf of Landlord, and the amount of any item so paid by Tenant for or on behalf of Landlord, together with any interest or penalty required to be paid in connection therewith, shall be payable on demand by Landlord to Tenant; provided, however, that Tenant shall not be authorized and empowered to make any payment under the terms of this Paragraph 22 unless the item paid shall be superior to Tenant's interest hereunder. In the event Tenant pays any mortgage debt in full, in accordance with this paragraph, it shall, at its election, be entitled to the mortgage security by assignment or subrogation.
24. **MECHANIC'S LIENS.** Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease. Tenant may satisfy its obligations under this Paragraph 23 provided it posts a reasonably satisfactory bond in the amount of 150.0% of the lien claim amount and such bond names Landlord as a beneficiary; provided, however, that if Landlord reasonably determines it is in danger of losing the Property or some portion thereof or of losing a sale or refinance of the Property or some portion thereof by virtue of foreclosure or pendency of such lien, Landlord may pay off such lien, and Tenant upon demand shall promptly reimburse Landlord for all amounts expended by Landlord, including interest, costs and attorneys' fees, in satisfying said lien.
25. **NOTICES.** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or with reference to the sending, mailing or delivery of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken:
- A. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address hereinbelow set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligation to pay rent and any other

amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such rent and other amounts have been actually received by Landlord.

B. All payments required to be made by Landlord to Tenant hereunder shall be payable to Tenant at the address hereinbelow set forth, or at such other address within the continental United States as Tenant may specify from time to time by written notice delivered in accordance herewith.

C. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

Landlord

**Please Enter Tenant Information Below
Tenant (Before Occupancy)**

Name: Nanook Holdings Cinnabar, LLC
Attention: Joseph Slattery
Address: PO Box 70583
City, State, Zip: Seattle WA 98127
Email: joseph@slatteryproperties.com

Name: Dane Wyrick d/b/a All Decked Out Co
Attention: DANE A WYRICK
Address: 6936 Whitehall St.
City, State, Zip: Anch AK
Email: MRDANE-AR@YAHOO.COM

CC Property Manager

**Please Enter Tenant Information Below
Tenant (After Occupancy - Premise)**

Name: GTK Commercial Real Estate, LLC
Attention: Travis Tollefsen
Address: 4730 Business Park Blvd, H-44
City, State, Zip: Anchorage, AK 99503
Email: Travis@gtkak.com

Name: (Site Manager) 11
Attention:
Address:
City, State, Zip:
Email:

If and when included within the term "Landlord", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

26. **MISCELLANEOUS.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

A. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. Landlord shall have the right to assign any of its rights and obligations under this Lease. Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Lease.

B. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

C. Tenant agrees from time to time within ten (10) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating (to the extent accurate, and if not accurate, stating the particulars) that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. It is understood and agreed that Tenant's obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlord's execution of this Lease.

D. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

E. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation all payment obligations with respect to taxes and insurance and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the Term hereof, and prior to Tenant vacating the Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises, including without limitation all heating and air conditioning systems and equipment therein, in good condition and repair pursuant to subparagraph 10(B) hereof. Tenant shall also, prior to vacating the Premises, pay to Landlord the amount, as estimated by Landlord, of Tenant's obligation hereunder for real estate taxes and insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefor upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be. Any security deposit held by Landlord shall be credited against the amount payable by Tenant under this subparagraph 25(F).

F. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

G. All references in this Lease to "the date hereof" or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

27. **LIABILITY OF LANDLORD.** Tenant agrees that no trustee, officer, employee, agent or individual partner of Landlord, or its constituent entities, shall be personally liable for any obligation of Landlord hereunder, and that Tenant must look solely to the interests of Landlord, in the subject real estate, for the enforcement of any claims against Landlord arising hereunder.

28. **BROKERAGE.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no other broker, agent or other person brought about this transaction other than **None** ("Broker"), who represented Tenant. Landlord is represented by **None**. Landlord agrees to pay any and all sums, calculated from gross rent amounts of the Original Term of the Lease Agreement per Exhibit C and shall not include Extended Term(s), owed to Broker in regard to this Lease and to indemnify and hold Tenant harmless from and against any claims by the broker for compensation in regard to this Lease and any losses, damages, expenses including attorneys' fees) and costs incurred in regard to any such claims and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. Tenant further indemnifies and holds Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to any subsequent modification, extension, expansion of the Premises or other change in the terms of this Lease. The provisions of this paragraph shall survive the termination of this Lease.

29. **HAZARDOUS MATERIALS.** Tenant agrees that Tenant shall not use, generate, treat, store or dispose of Hazardous Material on the Premises or Common Area except in accordance with all laws, ordinances, rules and regulations of all governmental authorities having jurisdiction of the Premises or Common Area. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises or Common Area caused or permitted by Tenant results in contamination of the Premises or Common Area, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation diminution in value of the Premises or Common Area, damages for the loss or restriction on the use of rentable or usable space or of any adverse impact on marketing of space on the Premises or Common Area, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial removal or restoration work required by any federal, state or local governmental agency, political subdivision, lender or buyer because of Hazardous Material present in the soil or groundwater on or under the Premises or Common Area, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or Common Area, damages arising from any adverse impact on marketing of space in the building, and sums paid in settlement of claims, attorneys' fees, consultant fees, laboratory fees and expert fees. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises or Common Area caused or permitted by Tenant results in any contamination of the Premises or Common Area, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises or Common Area to the condition existing prior to the contamination of the Premises or Common Area by any such Hazardous Material; provided, however, the Landlord's approval of such action shall first be obtained, which approval shall not be unreasonably withheld.

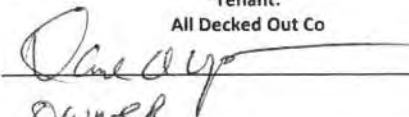
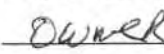
Tenant will deliver to Landlord copies of any documents received from, or sent by Tenant to, the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Tenant's operations on the Premises. As used herein, the term "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Water Act, 33 U.S.C. Sections 1251, et seq., and those materials and substances designated as hazardous or toxic by the Alaska Department of Environmental Conservation, as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

30. **ATTORNEYS' FEES, COSTS.** In the event either party requires the services of an attorney in connection with enforcing the terms of this Lease, or in the event suit is brought for the recovery of any sums due under this Lease or for the breach of any covenant or condition of this Lease, or for the restitution of the Premises to Landlord or eviction of Tenant during said term or after the expiration thereof, the substantially prevailing party shall be entitled to reasonable attorneys' fees and all costs incurred in connection therewith, including, without limitation, the fees of accountants, appraisers and other professionals, whether at trial, on appeal or without resort to suit.
31. **ADDITIONAL PROVISIONS.** Paragraph 32, set forth below are by this reference incorporated herein.
32. **EARLY RIGHT TO TERMINATE.** If Tenant is unsuccessful in securing necessary licenses or permits for legal marijuana cultivation, Tenant shall have the right to terminate this Lease Agreement by providing ninety (90) day written Notice to Landlord. This right to terminate shall expire on 11/31/16 at which time the early right to terminate shall no longer be available to Tenant. If Tenant exercises this early right to terminate, Tenant shall be responsible for full payment of rent and CAM charges and continue to make those payments to Landlord over the course of the ninety (90) day period prior to vacating the Premises. Additionally, the full deposit shall be forfeit by Tenant to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

By:  _____
Its:  _____
Date: 05/10/16 _____

Landlord:
Nanook Holdings Cinnabar, LLC

By:  _____
Its:  _____
Date: 05/10/16 _____

Tenant:
All Decked Out Co

Exhibit A**Definitions:**

Lease Date: 5/4/2016
Premises: 2430 Cinnabar Lp. , Anchorage, AK 99507
Commencement Date: 6/1/2016
Term Date: 6/30/2019
Original Term: 37-months

Landlord: Nanook Holdings Cinnabar, LLC
Tenant: Dane Wyrick d/b/a All Decked Out Co
Premises sf: 16,760
Building sf: 16,760
Proportionate Share: 100.0%

Initial Monthly Base Rent: \$ 20,000.00

Security / Damage Deposit: 60,000.00 Deposit acceptable in the form of cash, check, or bank-issued Letter of Credit. Letter of Credit may be substituted for cash after Lease execution.

Initial Monthly Escrow Payment: -
Initial Monthly Insurance Payment: -
Initial Monthly CAM Payment: 4,204.96
Other First Month Charges: 4,204.96

Total Due at Signing: \$88,409.91

Hold Over: 1.5x
Extended Term - Option(s): 1 (one)
Extended Term - Periods: 3 (three) years

Exhibits

Definitions:	Exhibit A	-
Property Description:	Exhibit B	-
Rent Schedule:	Exhibit C	-
Signage Plan:	Exhibit D	-
Parking Plan:	Exhibit E	-
CAM Schedule:	Exhibit F	-
TI / Construction Plan:	Exhibit G	-
Other:	Addendum	None

Landlord: Tenant: 

Exhibit C
Rent Schedule:

2430 Cinnabar Lp. - Anchorage, AK 99507

Base Rent Schedule

Base Rent Schedule				Monthly	
Period	Start	End	Rent	CAM	Total Payment
Original Term					
Period 0	6/1/2016	- 6/30/2016	\$0.00	\$4,204.96	\$4,204.96
Period 1	7/1/2016	- 6/30/2017	\$20,000.00	\$4,204.96	\$24,204.96
Period 2	7/1/2017	- 6/30/2018	\$20,600.00	TBD	TBD
Period 3	7/1/2018	- 6/30/2019	\$21,218.00	TBD	TBD
Extended Term - Option I					
Period 4	7/1/2019	- 6/30/2024	\$21,854.54	TBD	TBD
Period 5	1/1/1900	- 12/31/1904	\$22,510.18	TBD	TBD
Period 6	7/1/2024	- 6/30/2029	\$23,185.48	TBD	TBD

- Forward CAM amounts To Be Determined - Tenant pays actual expenses. Reconciled annually at calendar year-end.
- Commencement period CAM amount based on projections - tenant pays actual amounts.

Landlord:

Tenant:

Exhibit D

Signage Plan:

To Be Determined. Specifications to be compliant per Anchorage Muni. code. Landlord approval required.

Exhibit F
CAM Schedule:

CAM - Initial Projected Charges
2430 Cinnabar Lp.

5100 SECURITY/LIFE/SAFETY	\$1,960.00
5200 HVAC	\$0.00
5300 JANITORIAL	\$0.00
5400 BLDG MAINTENANCE	\$0.00
5510 EXTERIOR LIGHTING	\$1,000.00
5520 LANDSCAPING	\$750.00
5530 LOT/WALK REPAIRS	\$0.00
5540 SNOWPLOWING	\$8,000.00
5600 ADMINISTRATION	\$756.89
5720 ELECTRICITY	\$0.00
5730 GAS	\$0.00
5770 WATER	\$0.00
5760 SEWER	\$0.00
5870 MANAGEMENT FEE	\$5,340.00
5910 INSURANCE (None Marijuana)	\$1,450.00
5930 RE TAXES	\$23,157.78
5931 CAPITAL EX. REPLACEMENT	\$8,044.80

TOTAL CHARGES	\$50,459.47
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Tenant agrees to make one-time payment for marijuana specific cultivation or processor insurance policy prior to commencement of any marijuana cultivation or processing activities. Per Paragraph 13 (B) of the Lease Agreement.

Proportionate Share:		
RENTABLE SF	16,760	100.0%
BUILDING SF	16,760	100.0%
MONTHLY ESTIMATE		\$4,204.96
PRO RATA SHARE	100.0%	\$4,204.96
MONTHLY PSF		\$0.25



Addendum to Lease Agreement

Date: 05/04/16

Pursuant to the Lease Agreement dated 05/04/16, between Dane Wyrick d/b/a All Decked Out Co of Anchorage Alaska ("Tenant") and NANOOK HOLDINGS CINNABAR LLC ("Landlord"), for the property commonly known as 2430 Cinnabar Lp. Anchorage, Alaska 99507 (the "Premises") both parties agree to the following:

Pursuant to paragraph 12 (ASSIGNMENT AND SUBLETTING.) of the Lease Agreement, Landlord hereby grants Tenant the right to sublet the Premises to Danish Gardens LLC ("Sub-Tenant").

Premises: 2430 Cinnabar Loop Anchorage, AK 99507

Landlord: Nanook Holdings Cinnabar LLC

Tenant: All Decked Out Co

Sub-Tenant: Danish Gardens LLC

All other terms and conditions of the Lease Agreement dated 05/04/16, including that of Paragraph 12 of the Lease Agreement, are to remain unchanged and in full effect throughout the full term of the Lease Agreement.

By: [Signature]
Its: [Signature]
Date: 05/10/16

Landlord:
Nanook Holdings Cinnabar, LLC

By: [Signature]
Its: [Signature]
Date: 05/10/16

Tenant:
All Decked Out Co

By: [Signature]
Its: [Signature]
Date: 05/10/16

Sub-Tenant:
Danish Gardens LLC

All Decked Out LLC
6936 Whitehall Street
Anchorage Alaska 99502
907-250-9790 Direct

May 15 2016

AMCO

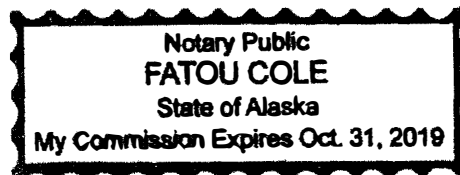
RE; Danish Gardens

This letter is to confirm that our firm being legal occupant and authorized and contractual owner of the facility located at 2430 Cinnabar loop in Anchorage, Alaska 99507 hereby authorizes Danish Gardens, Current sub lease holder permission to use our facility for the purpose of a Marijuana Cultivation, Production processor and Retail outlet in compliance with all rules and regulation set forth by Municipal, State and AMCO laws and regulations regarding Marijuana businesses under Alaska statute 17.34 as well as compliance to our sublease established with Danish Gardens.

All Decked Out LLC May 15 2016

By Dane A Wyrick Owner

Dane A Wyrick



Notary [Signature]

My commision Expires 10-31-19

Lease Summary

Lease Date: 5/4/2016
Commencement Date: 6/1/2016
Term Date: 6/30/2019
Occupancy Date: 6/1/2016
Landlord: Nanook Holdings Cinnabar, LLC
Address of Landlord: PO Box 70583 Seattle WA 98127
Tenant: Dane Wyrick d/b/a All Decked Out Co
Premises: 2430 Cinnabar Lp., Anchorage, AK 99507
Premises sf: 16,760 sf
Building sf: 16,760 sf

A large, bold, black stamp with the word "COPY" in a sans-serif font, tilted slightly to the right. To the left of the text is a small icon of a document with a folded corner.

"Premises" approximately **16,760** square feet in the building located at **2430 Cinnabar Lp. , Anchorage, AK 99507** which contains approximately 16,760 square feet (computed from measurements to the exterior of outside walls of the building and to the center of interior walls), being part of the real property described in Exhibit B attached hereto.

Lease Term: Commencing on the "Commencement Date" as hereinafter defined and, unless extended as herein provided, ending **37-months** thereafter except that in the event the Commencement Date is a date other than the first day of a calendar month, said term shall extend for said number of months in addition to the remainder of the calendar month following the Commencement Date.

Scheduled Term Commencement Date:	6/1/2016
Monthly Base Rent:	(Exhibit C)
Security / Damage Deposit:	\$60,000.00
Initial Monthly Escrow Payment for Taxes and Other Charges:	-
Initial Monthly Common Area Maintenance Charge (CAM):	\$4,204.96
Initial Monthly Insurance Escrow Payment:	-

Tenant's Payment Total (Due at Lease Execution)

First Month's Rent (Period 1):	\$20,000.00
Security Deposit (acceptable in the form of cash, check, or bank-issued Letter of Credit. Letter of Credit may be substituted for cash after Lease execution.):	\$60,000.00
First Month's CAM Charge (Period 0):	\$4,204.96
<u>Other Initial Charges – CAMs (Mo. 1 of Period 1)):</u>	<u>\$4,204.96</u>
Total Due:	\$88,409.91

Landlord Initial: 

Tenant Initial: 

Addendum to Lease Agreement

Date: 05/04/16

Pursuant to the Lease Agreement dated 05/04/16, between Dane Wyrick d/b/a All Decked Out Co of Anchorage Alaska ("Tenant") and NANOOK HOLDINGS CINNABAR LLC ("Landlord"), for the property commonly known as 2430 Cinnabar Lp. Anchorage, Alaska 99507 (the "Premises") both parties agree to the following:

Pursuant to paragraph 12 (ASSIGNMENT AND SUBLETTING.) of the Lease Agreement, Landlord hereby grants Tenant the right to sublet the Premises to Danish Gardens LLC ("Sub-Tenant").

Premises: 2430 Cinnabar Loop Anchorage, AK 99507

Landlord: Nanook Holdings Cinnabar LLC

Tenant: All Decked Out Co

Sub-Tenant: Danish Gardens LLC

All other terms and conditions of the Lease Agreement dated 05/04/16, including that of Paragraph 12 of the Lease Agreement, are to remain unchanged and in full effect throughout the full term of the Lease Agreement.

By: [Signature]
Its: [Signature]
Date: 05/10/16

Landlord:
Nanook Holdings Cinnabar, LLC

By: [Signature]
Its: [Signature]
Date: 05/10/16

Tenant:
All Decked Out Co

By: [Signature]
Its: [Signature]
Date: 05/10/16

Sub-Tenant:
Danish Gardens LLC

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of July 01, 2016, by and between All Decked Out ("Landlord"), and Danish Gardens ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant An warehouse approximately 16,760 square feet (the "Premises") located at 2430 Cinnabar Loop, Anchorage, AK 99507.

TERM. The lease term will begin on July 01, 2016 and will terminate on June 30, 2019.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$50,000.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 2430 Cinnabar Loop, Anchorage, Alaska 99507. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Any lawful use including, but not limited to marijuana cultivation, sales, processing, and distributing. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which



BY: _____

Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$2,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 15 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this

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Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

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BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

All Decked Out LLC *JW*

By: *[Signature]* *POA* Date: June 17, 2016
Dane Wyrick,
Member *Dane Wyrick*

TENANT:

Danish Gardens LLC *JW*

By: *[Signature]* *POA* Date: June 17, 2016
Dane Wyrick,
Member *Dane Wyrick*

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Division of Corporations, Business and Professional Licensing

Name(s)

Type	Name
Legal Name	DANISH GARDENS, LLC

Entity Details

Entity Type: Limited Liability Company

Entity #: 10035830

Status: Good Standing

AK Formed Date: 2/17/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2018

Entity Mailing Address: 6936 WHITEHALL STREET, ANCHORAGE, AK 99502

Entity Physical Address: 2430 CINNABAR LOOP, ANCHORAGE, AK 99507

Registered Agent

Agent Name: Dane Wyrick

Registered Mailing Address: 6936 WHITEHALL STREET, ANCHORAGE, AK 99502

Registered Physical Address: 6936 WHITEHALL STREET, ANCHORAGE, AK 99502

Officials

AK Entity#	Name	Titles	Percent Owned
	Dane Wyrick	Member	50
	Mark Wyrick	Member	50

Filed Documents

Date Filed	Type	Filing	Certificate
2/17/2016	Creation Filing		
2/24/2016	Initial Report		
6/1/2016	Entity Address Change		

**Limited Liability Company Agreement of
Danish Gardens LLC,
a Limited Liability Company**

I. Formation.

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Danish Gardens LLC, a Member-managed Alaska limited liability company (the "Company") formed under and pursuant to Alaska law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.
- C. Primary Business Address. The location of the primary place of business of the Company is:
- 2430 Cinnabar Loop, Anchorage, Alaska 99507, or such other location as shall be selected from time to time by the Members.
- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Dane Wyrick. The Agent's registered office is 6936 Whitehall Street, Anchorage, Alaska 99502. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alaska Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

- A. Purpose. The Company is created for the following business purpose: Partnership for Ownership of a Marijuana business and facility
- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Alaska law.
- C. Duration. The Company's term shall commence upon the filing of Articles of Organization and all other such necessary materials with the state of Alaska. The Company will operate until terminated as outlined in this Agreement unless:

1. The Members vote unanimously to dissolve the Company;



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2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Alaska law.

III. Members.

- A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Dane Wyrick, 50%

Mark Wyrick, 50%

- B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

- C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Alaska law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement.

- D. Withdrawal or Death of a Member. Should a Member die or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the

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Membership Interest.

The Members will have 365 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III(E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is dissolved or terminated.

- E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III(D) above.
1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
 2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
 3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

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F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;



9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alaska limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Alaska.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.
3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.

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4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
- i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
 - iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.
- I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.
- J. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.
- K. Members as Agents. All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

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IV. Accounting and Distributions.

- A. Fiscal Year. The Company's fiscal year shall end on the last day of April.
- B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions. Distributions shall be issued on a quarterly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation at any time.

VI. Dissolution.

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any

- liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alaska shall have been canceled in the manner required by Alaska law.
- E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.
- G. Notice to Alaska Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alaska and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VII. Exculpation and Indemnification.

- A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to

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indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.
- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law.

IX. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member



or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Alaska.

X. General Provisions.

- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska (without regard to conflicts of law principles thereof).
- G. Application of Alaska Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alaska law.
- H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska law.

- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of February 17, 2016.

Signature: Dane A Wyrick
Dane Wyrick

Signature: Mark Wyrick
Mark Wyrick

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BY: _____

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of Danish Gardens LLC are as follows:

Dane Wyrick

Contribution:

Real Property: 2430 Cinnabar Loop, Anchorage, AK 99507 valued at \$400,000.00

Mark Wyrick

Contribution:

Real Property: 2430 Cinnabar Loop, Anchorage, AK 99507 valued at \$400,000.00

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386187
#1385935
\$585.00

AFFIDAVIT OF PUBLICATION

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

Emma Dunlap
being first duly sworn on oath
deposes and says that she is
a representative of the
Alaska Dispatch News, a
daily newspaper. That said
newspaper has been approved
by the Third Judicial Court,
Anchorage, Alaska, and it now
and has been published in the
English language continually as a
daily newspaper in Anchorage,
Alaska, and it is now and during
all said time was printed in an
office maintained at the aforesaid
place of publication of said
newspaper. That the annexed is
a copy of an advertisement as it
was published in regular issues
(and not in supplemental form)
of said newspaper on

DANISH GARDENS, LLC
is applying under 3 AAC
306.400(a)(1) for a new
Standard Marijuana Cul-
tivation Facility license,
license #10310, doing
business as DANISH
GARDENS, LLC, located
at 2430 Cinnabar Loop,
Anchorage, AK 99517-
3138, UNITED STATES.

Interested persons should submit
written comment or objection to their
local government, the applicant, and
to the Alcohol & Marijuana Control
Office at 550 W 7th Ave, Suite 1600,
Anchorage, AK 99501 or to marijuana.
licensing@alaska.gov not later than
30 days after this notice of application.

May 13, 20 & 27, 2016

and that such newspaper was
regularly distributed to its
subscribers during all of said
period. That the full amount of
the fee charged for the foregoing
publication is not in excess of
the rate charged private individuals.

Signed

Emma Dunlap

Subscribed and sworn to before

me this 27 day of May

20

Britney Thompson

Notary Public in and for
The State of Alaska.
Third Division
Anchorage, Alaska
MY COMMISSION EXPIRES

2/23/2019

Notary Public
BRITNEY L. THOMPSON
State of Alaska

My Commission Expires Feb 23, 2019

Correspondence



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

June 17, 2016

Danish Gardens, LLC
DBA: Danish Gardens, LLC
Via email: danishgardensak@gmail.com

Re: Standard Marijuana Cultivation Facility License Application #10310

Dear Applicant,

AMCO staff has reviewed the online application and supplemental documents submitted for the proposed marijuana establishment license referenced above. The following items need to be corrected and/or resubmitted.

Since the last incomplete letter was sent, it has come to our attention that at least one other tenant occupies a portion of the building you are leasing. Because of this, you will need to distinguish your premises with a Suite/Unit/Room #. The necessity of adding a suite/unit/room # produces some additional corrections that you will need to accomplish before your application can be deemed complete.

- Corrections associated with adding suite/unit/room #/s
 - Please email marijuana.licensing@alaska.gov with your suite/unit/room # so that we can edit the physical address in the licensing system. This edit will generate a new advertisement and public notice.
 - Using the new notices you will need to
 - Run a one-time correction ad in the newspaper and submit a new publisher's affidavit
 - Post the public notice for an additional 5 days at the premises address and submit a new MJ-07
 - Section 1 of each form will need to be corrected to include the suite/unit/room # in addition to the previous correction to the licensee field – this section will need to match the new cover sheet that is generated
 - Proof of Possession of Proposed Premises
 - The leases need to include the suite/unit/room #/s
 - You need to submit the *full* sub-lease with Danish Gardens, LLC as the tenant, the addendum alone is not sufficient
- Entity Documents
 - Per 3 AAC 306.020(b)(3)(B) the Limited Liability Company agreement is a required document – sometimes called an LLC Operating Agreement

Please return the incomplete items within two weeks of the date of this letter. Receipt of the items within two weeks will keep your application at the top of our worklist. If we do not receive all of the completed items within two weeks, your application will be moved to the back of the “Under Review” worklist. If we do not receive your completions within 90 days, per 3 AAC 306.025(f), you must file a new application and pay a new fee.

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

June 3, 2016

Danish Gardens, LLC
DBA: Danish Gardens, LLC
Via email: danishgardensak@gmail.com

Re: Standard Marijuana Cultivation Facility License Application #10310

Dear Applicant,

AMCO staff has reviewed the online application and supplemental documents submitted for the proposed marijuana establishment license referenced above. The following items need to be corrected and/or resubmitted.

- All Forms
 - Section 1 – Establishment Information
 - The licensee field needs to be corrected for all forms – the licensee is Danish Gardens, LLC
 - This information should match Section 1 of the Cover Sheet
- MJ-02 Premises Diagram
 - Please clearly outline the proposed licensed premises for this facility in another color – when looking at your diagram, it should be clear which area is part of the cultivation facility and which areas are not
- Proof of Possession of Proposed Premises
 - You need to submit the full master lease and the full sub-lease with Danish Gardens, LLC as the tenant
- Entity Documents
 - Per 3 AAC 306.020(b)(3)(B) the Limited Liability Company agreement is a required document – sometimes called an LLC Operating Agreement
- MJ-18 Residency Verification
 - Because we were unable to determine your residency from the PFD database, one of the items we are requesting you to complete is the attached Form MJ-18, providing information to determine proof of residency. When we receive this completed form, our enforcement team will contact you to complete the residency investigation. Return of the completed Form MJ-18 within two weeks, if accompanied by completion of all other required items, will keep your application at the top of our worklist.

Please return the incomplete items within two weeks of the date of this letter. Receipt of the items within two weeks will keep your application at the top of our worklist. If we do not receive all of the completed items within two weeks, your application will be moved to the back of the “Under Review” worklist. If we do not receive your completions within 90 days, per 3 AAC 306.025(f), you must file a new application and pay a new fee.

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

From: Marijuana Licensing (CED sponsored)
To: ["Dane Wyrick"](#)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: RE: FW: Marijuana License Application #10310 Danish Gardens, LLC - 2nd Incomplete Letter
Date: Friday, June 17, 2016 11:17:00 AM
Attachments: [image001.png](#)
[10310 2nd Incomplete Letter.docx](#)

Hello,

Please find the attached incomplete letter regarding the remaining/additional corrections needed on license application #10310.

*Thank you,
AMCO Staff*

From: Dane Wyrick [mailto:danishgardensak@gmail.com]
Sent: Friday, June 17, 2016 10:16 AM
To: Marijuana Licensing (CED sponsored)
Subject: Re: FW: Marijuana License Application #10310 Danish Gardens, LLC - Incomplete Letter
DEADLINES June 17th & September 1st

Good Morning,

The sublease agreement is the final page of our full master lease. It was put in as an addendum on 05/04/16. Please see attached document.

Everything has been submitted to the local government (Planning and Development Center), the only thing left they require is the letter from AMCO that our application has been deemed complete. If there is anything else you need, or if coming to your main office is easier on the process please let me know.

I will need to submit 7 copies of the final AMCO approved application to the Planning & Development Center before 3:30PM today (that is there cut off for taking payment at the office).

I apologize for the inconvenience and time restraint, but we are doing everything we can to make it on the August assembly meeting and any help you can provide is much appreciated.

Thank You,

Jasmine Wyrick

On Fri, Jun 17, 2016 at 9:00 AM, Marijuana Licensing (CED sponsored)
<marijuana.licensing@alaska.gov> wrote:
Good Morning,

You will need to submit the full sub-lease agreement. I see the full Master Lease Agreement and an addendum to that lease giving permission to sub-lease to Danish Gardens, LLC, but the actual sub-lease was not included.

*Thank you,
AMCO Staff*

From: Dane Wyrick [mailto:danishgardensak@gmail.com]

Sent: Wednesday, June 15, 2016 9:37 AM

To: Marijuana Licensing (CED sponsored)

Subject: Re: FW: Marijuana License Application #10310 Danish Gardens, LLC - Incomplete Letter *DEADLINES June 17th & September 1st*

Hello,

Attached is the cover sheet and full lease/sublease agreement. Please confirm receipt and notify me of any more clarifications. I am currently updating the forms with the corrected 'licensee' field. Can you please confirm specifically what is left for us to correct/submit after this point?

Thank You,

Dane Wyrick

On Tue, Jun 14, 2016 at 11:00 AM, Dane Wyrick <danishgardensak@gmail.com> wrote:
Hello,

I apologize for any confusion. Our intention and by our activation of multiple licenses is that the entire building will be used for purposes of cultivation, product manufacturing, as well as a retail store. At this time we are completing only the cultivation license and the areas within the building that have been highlighted are directly related to cultivation. The areas that will be used for product manufacturing and retail are separate areas within the building and individually secured as separation from the cultivation area.

Please confirm receipt and advise if further clarifications are required.

Thank you,

Dane Wyrick

On Mon, Jun 13, 2016 at 4:23 PM, Marijuana Licensing (CED sponsored)

<marijuana.licensing@alaska.gov> wrote:

Hello,

I'm not sure we're quite on the same page with the diagram. Is this entire building going to be licensed as the cultivation facility? Or are portions used for other license types or for things other than a marijuana facility?

I'm not asking you to highlight the area that will be under cultivation. I am asking you to clearly show what portions (or maybe all) of these diagrams will fall under the licensed premises for this

application. The processing room would be used as part of the licensed premises for the cultivation facility correct?

*Thank you,
AMCO Staff*

From: Dane Wyrick [mailto:danishgardensak@gmail.com]
Sent: Thursday, June 09, 2016 11:50 AM

To: Marijuana Licensing (CED sponsored)
Subject: Re: FW: Marijuana License Application #10310 Danish Gardens, LLC - Incomplete Letter *DEADLINES June 17th & September 1st*

Hello,

Attached is the highlighted areas specific to our cultivation facility. Please confirm receipt.

Thank You,

Dane Wyrick

On Tue, Jun 7, 2016 at 8:43 AM, Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov> wrote:
Good Morning,

The MJ-18 form has been sent to our Enforcement unit for verification.

Section 1 – Establishment Information, of each form should match the cover sheet that is generated by the system. The very first box in that section is “Licensee”. This box should be Danish Gardens LLC on every form because that is how you applied for the license. Please see the highlighted field below – this should be Danish Gardens LLC on each form.

Section 1 – Establishment Information				
Enter information for the business seeking to be licensed, as identified on the license application.				
Licensee:	Dane Wyrick	License Number:	10310	
License Type:	Standard Marijuana Cultivation Facility			
Doing Business As:	Danish Gardens LLC			
Premises Address:	2430 Cinnabar Loop			
City:	Anchorage	State:	ALASKA	ZIP: 99507

Your application is still incomplete until all other items listed on the incomplete letter are submitted.

*Thank you,
AMCO Staff*

From: Dane Wyrick [mailto:danishgardensak@gmail.com]
Sent: Monday, June 06, 2016 6:02 PM
To: Marijuana Licensing (CED sponsored)
Subject: Re: FW: Marijuana License Application #10310 Danish Gardens, LLC - Incomplete Letter
DEADLINES June 17th & September 1st

Hello,

Please see attached files and confirm receipt.

For the form corrections on the cover sheets, please clarify 'licensee field' - we have put 'Danish Gardens, LLC' on the 'Licensee' section. Do you mean the 'designated licensee' section? Or am I correct in putting my name and my partner's name (Mark Wyrick) in that section?

Thank You,

Dane Wyrick

On Fri, Jun 3, 2016 at 2:52 PM, Marijuana Licensing (CED sponsored)
<marijuana.licensing@alaska.gov> wrote:
Hello,

I'm sorry, I forgot to attach form MJ-18 to the previous email.

Thank you,
AMCO Staff

From: Marijuana Licensing (CED sponsored)
Sent: Friday, June 03, 2016 2:47 PM
To: 'DanishGardensAK@gmail.com'
Cc: Marijuana Licensing (CED sponsored)
Subject: Marijuana License Application #10310 Danish Gardens, LLC - Incomplete Letter *DEADLINES
June 17th & September 1st*

Hello,

Your application is now under review. Please read the attached letter regarding information/documents/corrections needed. Please note there are deadlines of June 17, 2016 and September 1, 2016.

Thank you,
AMCO Staff

From: Thibodeaux, Christina N (CED)
To: [Hoelscher, James C \(CED\)](#); [Rukes, Jeffrey B \(CED\)](#); [Bankowski, Joe \(CED\)](#); [Whiteman, Kendrick J \(CED\)](#); [Hamilton, Joe \(CED\)](#)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: MJ-18 Residency Verification Form - License #10310 Danish Gardens
Date: Tuesday, June 07, 2016 8:27:00 AM
Attachments: [10310 MJ-18 Residency Verification.pdf](#)

Hello,

Please find the attached MJ-18 Residency Verification Form for Dane Alan Wyrick for license #10310 Danish Gardens LLC.

Thank you,

Christina Thibodeaux

Business Registration Examiner | Dept. of Commerce, Community and Economic Development | Alcohol and Marijuana Control Office

550 W. 7th Ave. Ste. 1600 Anchorage, AK 99501 | 907.754.3588 |



Please consider the environment before printing this e-mail.

Less paper is better for us and our environment.

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["DanishGardensAK@gmail.com"](mailto:DanishGardensAK@gmail.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Marijuana License Application #10310 Danish Gardens, LLC - Incomplete Letter *DEADLINES June 17th & September 1st*
Date: Friday, June 03, 2016 2:47:00 PM
Attachments: [10310 Incomplete Letter.docx](#)

Hello,

Your application is now under review. Please read the attached letter regarding information/documents/corrections needed. Please note there are deadlines of June 17, 2016 and September 1, 2016.

*Thank you,
AMCO Staff*

Miscellaneous Documents



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee or affiliate before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Mark Wyrick	License Number:	10310		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Danish Gardens LLC				
Premises Address:	2430 Cinnabar Loop				
City:	Anchorage	State:	ALASKA	ZIP:	99507

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Mark Wyrick
Title:	Owner
SSN:	



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

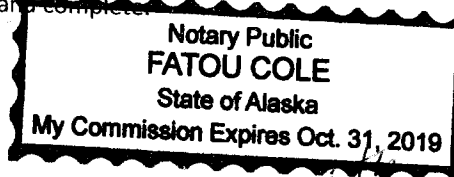
Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Mal WY
Signature of licensee/affiliate



Subscribed and sworn to before me this 24 day of May, 2016.

[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 12-31-19



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest**What is this form?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee or affiliate before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Dane A Wyrick	License Number:	10310		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Danish Gardens LLC				
Premises Address:	2430 Cinnabar Loop				
City:	Anchorage	State:	ALASKA	ZIP:	99507

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Dane A Wyrick
Title:	Owner
SSN:	



Alaska Marijuana Control Board

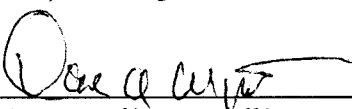
Form MJ-09: Statement of Financial Interest

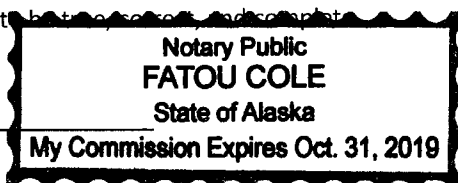
Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

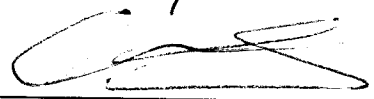
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee/affiliate



Subscribed and sworn to before me this 24th day of May, 20 16.


Notary Public in and for the State of Alaska.

My commission expires: 10-31-19



Flame Retardant Polyethylene Film

Ideally suited for any application requiring a protective covering with flame retardant characteristics. Meets NFPA 701 specifications.

TEST RESULTS

<u>Burning Characteristics</u>	<u>ASTM E 84</u>	<u>12 Mil Film</u>
---------------------------------------	-------------------------	---------------------------

Flame Spread Index		10
Smoke Development		75

<u>Tensile Strength</u>	<u>ASTM D 882</u>
--------------------------------	--------------------------

MD	1700 psi
TD	1200 psi

<u>Elongation</u>	<u>ASTM D 882</u>
--------------------------	--------------------------

MD	225%
TD	350%

<u>Dart Impact</u>	<u>ASTM D 1709</u>
---------------------------	---------------------------

475 g

<u>Water Vapor</u>

<u>Transmission Rate</u>	<u>ASTM E 96</u>
---------------------------------	-------------------------

.76 perm

SAFETY DATA SHEET

Clonex

This Safety Data Sheet contains information concerning the potential risks to those involved in handling, transporting and working with the material, as well as describing potential risks to the consumer and the environment. This information must be made available to those who may come into contact with the material or are responsible for the use of the material. This Safety Data Sheet is prepared in accordance with formatting described in the Regulation (EU) No 453/2010, and described in CLP Regulation (EC) No 1272/2008.

Section 1. Identification of the substance/mixture and of the company/undertaking

1.1 Product identifier

Chemical Name: Clonex
CAS Number: Not applicable
REACH Registration No.: Not applicable
Synonyms: Not applicable

1.2 Relevant identified uses of the substances or mixture and uses advised against

Clonex improves the root formation in plants and is used for the propagation of plant cuttings.

1.3 Details of the supplier of the safety data sheet

Growth Technology Ltd.
Great Western Way
Taunton TA2 6BX
United Kingdom
Phone +44 (0)845 430 3001
+44 (0)1823 325291
Fax +44 (0)1823 325487
info@growthtechnology.com

1.4 Emergency telephone number

In case of emergency:
Emergency telephone number: +44 (0)845 430 3001
+44 (0)1823 325 291

Hours of operation: Office hours only.

Section 2. Hazards Identification

MIXTURE:

2.1 Classification of the mixture

Classification under Directive 67/548/EEC:	No classification required in accordance with Directive 67/548/EEC.
Classification under Regulation EC No. 1272/2008:	No classification required in accordance with Regulation EC No. 1272/2008.

Physicochemical hazards:

No potential physicochemical hazards are applicable for this mixture due to the nature of the components and no physicochemical classifications associated with them.

Human health:

The mixture is considered to be a mild eye irritant and a mild skin irritant.

Environment:

No potential environmental hazards are applicable for this mixture due to the nature of the components and no ecotoxicological classifications associated with them.

2.2 Label elements**Regulation (EC) No 1272/2008:**

No classification required in accordance with Regulation EC No. 1272/2008.

Hazard Statements

No classification required in accordance with Regulation EC No. 1272/2008.

Precautionary statements:

No classification required in accordance with Regulation EC No. 1272/2008.

2.3 Other hazards

PBT / vPvB:	Not applicable
--------------------	-----------------------

Section 3. Composition/Information on ingredients.

Name	CAS Number	EINECS Number	% Composition	Classification according to Directive 67/548/EEC	Classification according to Regulation (EC) No. 1272/2008
indolylbutyric acid	133-32-4	205-101-5	0.3%	Xn; R22 Repr. Cat 3; R63, R62.	GHS07; GHS08 H302 H361 fd

Contains no classified components over 1%.

See section 16 for full description of the text of each classification.

Section 4. First Aid Measures**4.1 Description of first aid measures****Inhalation**

No inhalation exposure of this mixture is expected due to the nature of its use, however, should exposure occur, please seek medical attention.

Skin contact

Remove contaminated clothing and wash skin with soap and plenty of running water. Seek medical assistance.

Accidental eye contact

Rinse eye immediately with plenty of low pressure water for at least 15 minutes. Remove any contact lenses. Seek medical assistance.

Ingestion

If the person affected is conscious, have them drink large quantities of water, after which vomiting should be induced by a properly qualified person. Never give anything by mouth to an unconscious person. Seek immediate medical assistance

4.2 Most important symptoms and effects, both acute and delayed

None expected from the mixture

4.3 Indication of any immediate attention and special treatment needed

None expected from the mixture

Section 5. Firefighting Measures**5.1 Extinguishing media**

The product is non combustible. To extinguish fire use water spray, dry chemical, carbon dioxide, or chemical foam.

5.2 Special hazards arising from the substance or mixture

None known.

5.3 Advice for fire-fighters

Wear full protective clothing and self-contained breathing apparatus with full face piece operated in the pressure demand or other positive pressure mode.

Section 6. Accidental Release Measures**6.1 Personal precautions, protective equipment and emergency procedures**

Protective gloves and eye goggles should be worn. An apron or protective clothing should also be worn in the event of contact with the substance.

6.2 Environmental precautions

Take precautionary measures against discharges into the environment.

6.3 Methods and material for containment and cleaning up

Sweep up or absorb spilled material, then place into a suitable closed container for disposal as chemical waste. Flush spill area with water. Product is slippery.

6.4 Reference to other sections

Please also refer to Sections 8 and 13.

Section 7. Handling and Storage**7.1 Precautions for safe handling**

Avoid contact with eyes, skin or clothing. Wash thoroughly after handling and before eating, drinking or smoking.

7.2 Condition for safe storage, including any incompatibilities

To protect product quality, store in sealed container out of direct sunlight.

7.3 Specific end use(s)

For use in the propagation of plant cuttings.

Section 8. Exposure Controls/Personal Protection**8.1 Control parameters**

Workers:

AOEL was determined to be 0.025 mg/kg bw/d.

8.2 Exposure controls**Appropriate Engineering Controls**

Not applicable.

Respiratory protection

As the mixture is a liquid and there is no risk of exposure via inhalation route, no respiratory protection is required.

Hand protection

It is good standard practice to wear gloves to prevent risk of exposure from splashes.

Eye protection

It is good standard practice to wear safety goggles.

Skin protection

It is not applicable but it is good standard practice to wear an apron or protective clothing in case of danger of contact.

Thermal Hazards

Not applicable.

Environmental Exposure Controls

Not applicable.

Section 9. Physical and Chemical Properties**9.1 Information on basic physical and chemical properties**

Appearance:	Purple, viscous liquid before storage and pale mauve /brown viscous liquid after storage for 14 days at 54°C
Odour:	Weak uncharacteristic odour
Odour threshold:	
pH:	7.0 – 8.0
Melting point/freezing point °C:	No information
Initial boiling point and boiling range °C:	About 100 degrees Celsius (formulation)
Flash point:	No flash point was observed up to 102°C. The mixture does not have a flash point below its boiling point.
Evaporation rate:	No information
Flammability:	Not required for an undiluted liquid formulation
Upper Flammability:	Not required for an undiluted liquid formulation
Lower Flammability:	Not required for an undiluted liquid formulation
Vapour pressure:	Not required for an undiluted liquid formulation
Vapour density	Not required for an undiluted liquid formulation
Relative density:	Before storage: 1.02 After storage at 54°C for 14 days: 1.02
Solubility:	Information relating to active substance: Solubility in water: At pH 4, Ws= 0.346 g/L at 20°C At pH 7, Ws= 14.7 g/L at 20°C At pH 10, Ws= 95.1 g/L at 20°C Solubility in organic solvents: 0.08 to 3.9 mg/L (depends on nominal content) in N-heptane 24.5 g/L in dichloromethane: 334 g/l in methanol 500 g/L in acetone 159 g/L in ethyl acetate Solubility in aromatic hydrocarbon is required.
Partition Coefficient: n-octanol/water:	Information relating to active substance: At pH 4: log Pow = 2.3 (20°C; purity: 99.8%) At pH 7: log Pow = 0.36 (20°C; purity: 99.8%) At pH 10: log Pow = -0.83 (20°C; purity: 99.8%)
Auto-ignition temperature:	The product was determined to have an auto-ignition temperature of 396 ±5 °C and 420 ±5 °C.
Decomposition temperature:	No information
Viscosity:	No information
Explosive properties:	Not explosive due to nature of the mixture as the mixture is unlikely to undergo a rapid chemical decomposition with the

	production of gases or release of heat sufficient to cause damage to the surroundings.
Oxidising properties:	Not oxidising as none of the individuals components of the mixture are oxidisers.

9.2 Other information

No additional information available.

Section 10. Stability and Reactivity**10.1 Reactivity**

Unreactive under normal conditions of recommended use.

10.2 Chemical stability

Stable under normal temperature conditions and recommended use.

10.3 Possibility of hazardous reactions

Not applicable for this mixture.

10.4 Conditions to avoid

Not applicable for this mixture.

10.5 Incompatible materials

Not applicable for this mixture.

10.6 Hazardous decomposition products

Not applicable for this mixture.

Section 11. Toxicological Information**11.1 Information on toxicological effects****Acute Toxicity:**

Toxicity	Method	Species	Evaluation
Acute Oral Toxicity	OECD Guideline 401	Sprague Dawley rats	LD ₅₀ >2000 mg/kg bw
Acute Dermal Toxicity	OECD Guideline 402	Sprague Dawley rats	LD ₅₀ >4000 mg/kg bw

Skin Corrosion/Irritation:

Toxicity	Method	Species	Evaluation
Skin Irritation	OECD Guideline 404	New Zealand White rabbit	Mild irritant

Serious eye damage/irritation:

Toxicity	Method	Species	Evaluation
Eye Irritation	OECD Guideline 405	New Zealand White rabbit	Minimal irritant

Respiratory or skin sensitisation:

Toxicity	Method	Species	Evaluation
Skin Sensitisation	OECD Guideline 429	Mouse	No sensitising potential

Route of exposure:

Most likely routes of exposure is *via* dermal and oral exposure.

Symptoms related to the physical, chemical and toxicological characteristics:

Not applicable as minimal risk of adverse effects due to nature of the mixture.

Section 12. Ecological Information**12.1 Toxicity**

Toxicity	Exposure time	Species	Evaluation	Remarks
Aquatic toxicity	96 hours	<i>Leuciscus melanotus idus</i>	96 hour LC ₅₀ : 210 mg a.s./L	Study was conducted on active substance indolylbutyric acid.
Aquatic toxicity	48 hours	<i>Daphnia magna</i>	48 hour EC ₅₀ : 112 mg a.s./L (nom)	Study was conducted on active substance indolylbutyric acid.
Aquatic toxicity		Algae	E _y C ₅₀ : 101 mg a.s./L	Study was conducted on active substance indolylbutyric acid.

12.2 Persistence and degradability

Persistence and rate of degradation is not evaluated as the mixture is used solely for indoor use. All treated plants are placed in containers so there is no risk of contamination of natural soil.

12.3 Bioaccumulative potential

The risk for bioaccumulation is considered to be low, since the log Pow for indolylbutyric acid is 0.36.

12.4 Mobility in soil

Mobility in soil is not evaluated as the mixture is used solely for indoor use. All treated plants are placed in containers so there is no risk of contamination of natural soil.

12.5 Results of PBT and vPvB assessment

No assessment was conducted.

12.6 Other adverse effects

Not applicable

Section 13. Disposal Considerations**13.1 Waste treatment methods****Disposal operations –**

Place into a suitable closed container for disposal as chemical waste.

Disposal of packaging –

Place into a suitable closed container for disposal as chemical waste.

Please follow all local, regional, national and international laws.

Section 14. Transport Information**14.1 UN number**

Not applicable as the product is not covered by international regulations on the transport of dangerous goods (IMDG, IATA, ADR/RID)

14.2 UN proper shipping name

Not applicable as the product is not covered by international regulations on the transport of dangerous goods (IMDG, IATA, ADR/RID)

14.3 Transport hazard class(es)

Not applicable as the product is not covered by international regulations on the transport of dangerous goods (IMDG, IATA, ADR/RID)

14.4 Packing group

Not applicable as the product is not covered by international regulations on the transport of dangerous goods (IMDG, IATA, ADR/RID)

14.5 Environmental hazards

Not applicable as the product is not covered by international regulations on the transport of dangerous goods (IMDG, IATA, ADR/RID)

14.6 Special precautions for user

Not applicable as the product is not covered by international regulations on the transport of dangerous goods (IMDG, IATA, ADR/RID)

14.7 Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code

Not applicable as the product is not covered by international regulations on the transport of dangerous goods (IMDG, IATA, ADR/RID)

Section 15. Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

Not applicable.

15.2 Chemical safety assessment

A Chemical Safety Assessment has not been conducted for this mixture.

Section 16. Other Information

Other information**Risk Phrases:**

R22: Harmful if swallowed
R62: Possible risk of impaired fertility
R63: Possible risk of harm to unborn child

H-statements:

H302: Harmful if swallowed.
H361 fd: Suspected of damaging fertility. Suspected of damaging the unborn child.

List of Abbreviations:

AOEL: Adverse Observed Effects Level
CAS: Chemical Abstracts Services
EC: European Community
EEC: European Economic Community
EINECS: European Inventory of Existing Commercial Chemical Substances
EC50: Half maximal effective concentration
LC50: Lethal concentration causing 50% death in test species
LD50: Lethal dose causing 50% death in test species
PBT: Persistent, Bioaccumulative, Toxic
vPvB: Very Persistent and very Bioaccumulative

This safety data sheet is prepared in accordance with Regulation (EC) No 453/2010.

* indicates text in the SDS which has changed since the last revision.

Note: The regulatory information given above only indicates the principal regulations specifically applicable to the product described in the safety data sheet. The user's attention is drawn to the possible existence of additional provisions which complete these regulations. Refer to all applicable national, international and local regulations or provisions.

MATERIAL SAFETY DATA SHEET

Doktor Doom Spider Mite Knock Out Insecticide Plant Spray for Tomatoes and Vegetables

Manufacturer: Ultrasol Industries Limited

Address: 10755-69 Avenue, Edmonton, Alberta T6H 2C9

Emergency Phone: 1-613-996-6666 (24 hr)

1. CHEMICAL PRODUCT INFORMATION

Product Name: Doktor Doom Spider Mite Knock Out Insecticide Plant Spray for Tomatoes and Vegetables

Chemical Name/Synonym: Pyrethrins; a mixture of pyrethrin I, pyrethrin II, jasmolin I, jasmolin II, cinerin I, and cinerin II.

Chemical Family: Pyrethroid.

Formula: C₂₁ H₂₈ O₃, C₂₂ H₂₈ O₅, C₂₁ H₃₀ O₃, C₂₂ H₃₀ O₅, C₂₀ H₂₈ O₃ and C₂₁ H₂₈ O₅ respectively.

EPA Registration No.: 2724-568-72804

RF Number: N/A.

2. COMPOSITION / INFORMATION ON INGREDIENTS

<u>Component (chemical, common name)</u>	<u>CAS Number</u>	<u>Weight</u>	<u>Tolerance</u>
Pyrethrins	8003-34-7	0.20%	5 mg/m ³ (OSHA & ACGIH)
Inert ingredients (non-hazardous and/or trade secret):		99.80%	
Mixture of C10-13 Isoparaffins	68551-17-7		Not established
Propane	74-98-6		1800 mg/m ³ (OSHA)Asphyxiant (ACGIH)

3. HAZARD INFORMATION

PRECAUTIONARY STATEMENTS
CAUTION
KEEP OUT OF REACH OF CHILDREN
HAZARDOUS TO HUMANS AND ANIMALS
HARMFUL IF SWALLOWED OR ABSORBED THROUGH SKIN
AVOID BREATHING VAPORS OR SPRAY MIST
AVOID CONTACT WITH SKIN AND EYES
IN CASE OF CONTACT IMMEDIATELY FLUSH EYES AND SKIN WITH WATER

PRIMARY ROUTE OF ENTRY **Dermal/Eye:** Yes. **Oral:** No. **Inhalation:** Yes.

ACUTE TOXICITY **Oral:** Aspiration hazard.
 Dermal: Irritant.
 Inhalation: Inhalation of vapors may produce anesthetic effects. Prolonged overexposure can cause rapid breathing, headaches, dizziness, narcosis, unconsciousness and death from asphyxiation, depending on concentration and time of exposure.

OTHER TOXICOLOGICAL INFORMATION

Skin Irritation: Irritant.
Eye Irritation: Irritant.
Sensitizer: Unknown.

4. FIRST AID MEASURES

Eye: Hold eye open and rinse slowly and gently for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

Skin: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

Ingestion: Call a poison control center or doctor immediately for treatment advice. Have a person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.

Inhalation: Remove victim to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for treatment advice.

Note to Physician: Contains petroleum distillates. Vomiting may cause aspiration pneumonia.

5. FIRE FIGHTING MEASURES

NFPA Rating: **Health: 1** **Fire: 2** **Reactivity: 0**

Flammability Class: NFPA Aerosol Classification: Level 1.

Flash Point/Flame Extension: Flame extension: 0".

Explosive Limits (% of Volume): Not available.

Extinguishing Media: Dry chemical, foam, CO₂.

Special Protective Equipment: Firefighters should wear full protective clothing including self-contained breathing apparatus.

Fire Fighting Procedures: Cool fire exposed area and equipment. Do not allow run-off waters to enter water ways or sewer.

Combustion Products: Toxic vapors or fumes may be released during fire including oxides of carbon from incomplete combustion.

Unusual Fire/Explosion Hazards: Contents under pressure. Exposure to temperatures above 130°F may cause container to burst.

6. ACCIDENTAL RELEASE MEASURES

Steps to be taken: Approach leaking or punctured pressurized containers cautiously. Isolate leaking container from all sources of ignition. Provide proper ventilation. Do not allow to enter water ways or sewers. Absorb spills with an inert material and put in container for disposal.

Absorbents: Use clay granules or other inert, compatible, absorbent material.

Incompatibles: Strong acids, alkalies, strong oxidizers.

7. HANDLING AND STORAGE

Handling: Avoid contact with skin, eyes or clothing. Avoid breathing vapors or spray mist.

Storage: Do not store above 130°F. Do not store near open flames. Store in a cool, dry place. Do not contaminate water, food, or feed, by storage.

8. EXPOSURE CONTROL / PERSONAL MEASURES

Exposure Limits: Pyrethrins: 5 mg/m³ (OSHA & ACGIH). Propane 1800 mg/m³ (OSHA) 1000 mg/m³ (ACGIH).

Ventilation: Use adequate ventilation to avoid breathing of vapors and spray mist and to control concentrations below permissible exposure limits.

Personal Protective Equipment: Use safety goggles, impervious gloves and other appropriate clothing to prevent contact with eyes and skin. If prolonged exposure is anticipated, appropriate respiratory protection may be necessary.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance and Odor: Not available.

Boiling Point: Not available.

Melting Point: Not available.

Vapor Pressure (mm Hg): Not available.

Vapor Density (Air = 1): Not available.

Specific Gravity: Not available.

Bulk Density: 8.163 lbs/gallon.

Solubility: Not available.

Evaporation Rate: Not available.

pH: 6.98.

10. STABILITY AND REACTIVITY

Stability: Stable.

Reactivity: Non reactive.

Incompatibility w/ Other Materials: Strong acids, alkalies, strong oxidizers.

Decomposition Products: Carbon oxides.

Hazardous Polymerization: Will not occur.

11. TOXICOLOGICAL INFORMATION

ACUTE TOXICITY [Specific to Active Ingredient(s)]

Pyrethrins (pyrethrum)

Acute oral toxicity: LD50 = 2370 mg/kg (male rats).
LD50 = 1030 mg/kg (female rats).
LD50 = 273 – 796 mg/kg (mice).
Acute dermal toxicity: LD50 > 1500 mg/kg (rats).
LD50 = 5000 mg/kg (rabbits).
Acute inhalation toxicity: 4-Hour LC50 3.4 mg/L (rats).
Skin irritation: Slightly irritating.
Eye irritation: Slightly irritating.

CHRONIC TOXICITY [Specific to Active Ingredient(s)]

Pyrethrins: Marginally higher incidences of benign thyroid, parathyroid, ovary, and liver tumors were observed in rats and in lungs of mice following lifetime high dose exposure to pyrethrum. The significance of these observations is questionable.

Carcinogenicity: NTP: No IARC: No OSHA: No

DEVELOPMENTAL/REPRODUCTIVE TOXICITY [Specific to Active Ingredient(s)]

Pyrethrins: There were no birth defects or adverse effects on reproductive parameters in tests with rats or rabbits. It is not considered to be teratogenic.

MUTAGENICITY [Specific to Active Ingredient(s)]

Pyrethrins: Pyrethrum was not found to be genotoxic and did not damage DNA in any study conducted (Ames mutagenicity assay, chromosome aberrations in Chinese hamster ovary (CHO) cells, and in the unscheduled DNA synthesis (UDS) assay in cultured human liver cells).

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL FATE [Active Ingredient Only]

Pyrethrins are toxic to fish. Do not discharge effluent containing these components to sewer systems without previously notifying the local sewage treatment plant authority. Do not contaminate water by cleaning of equipment or disposal of wastes.

13. DISPOSAL CONSIDERATIONS

Do not puncture or incinerate. Call the appropriate solid waste agency for disposal recommendations.

14. TRANSPORT INFORMATION

DOT49CFR Description: Consumer Commodity ORM-D.

Freight Classification: Insecticides NOI O/T Poison NMFC I-102120 CLASS 60.

15. REGULATORY INFORMATION

CERCLA (Superfund): RQ (Pyrethrins) 1lbs.

RCRA: Not Regulated.

SARA 311/312 HAZARD CATEGORIES

Immediate Health: Yes.

Delayed Health: No.

Fire: Yes.

Sudden Pressure: Yes.

Reactivity: No.

The information presented herein, while not guaranteed, was prepared by technically knowledgeable personnel and to the best of our knowledge is true and accurate. It is not intended to be all inclusive and the manner and conditions of use and handling may involve other or additional considerations.



MATERIAL SAFETY DATA SHEET

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1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY/UNDERTAKING

Pfizer Inc
Pfizer Pharmaceuticals Group
235 East 42nd Street
New York, New York 10017
1-212-573-2222

Emergency telephone number:
CHEMTREC (24 hours): 1-800-424-9300
Contact E-Mail: pfizer-MSDS@pfizer.com

Pfizer Ltd
Ramsgate Road
Sandwich, Kent
CT13 9NJ
United Kingdom
+00 44 (0)1304 616161
Emergency telephone number:
International CHEMTREC (24 hours): +1-703-527-3887

Material Name: Hydrogen Peroxide 3 % Liquid, Antiseptic

Trade Name: Hydrogen Peroxide Topical Solution, 3%
Chemical Family: Mixture
Intended Use: Pharmaceutical product used as antiseptic, disinfectant.

2. HAZARDS IDENTIFICATION

Appearance: Clear, colorless liquid

Statement of Hazard: Non-hazardous in accordance with international standards for workplace safety.

Additional Hazard Information:
Short Term: May cause eye irritation. May cause respiratory tract irritation. May be harmful if swallowed. (based on components) .
EU Indication of danger: Not classified

Australian Hazard Classification (NOHSC): Hazardous Substance. Non-Dangerous Goods.

Note: This document has been prepared in accordance with standards for workplace safety, which require the inclusion of all known hazards of the product or its ingredients regardless of the potential risk. The precautionary statements and warnings included may not apply in all cases. Your needs may vary depending upon the potential for exposure in your workplace.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous

Ingredient	CAS Number	EU EINECS/ELINCS List	EU Classification	%
Hydrogen Peroxide	7722-84-1	231-765-0	C;R34 O;R8	3

Ingredient	CAS Number	EU EINECS/ELINCS List	EU Classification	%
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Purified water	7732-18-5	231-791-2	Not Listed	*
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Additional Information: * Proprietary
Ingredient(s) indicated as hazardous have been assessed under standards for workplace safety.

For the full text of the R phrases mentioned in this Section, see Section 16

4. FIRST AID MEASURES

Eye Contact: Flush with water while holding eyelids open for at least 15 minutes. Seek medical attention immediately.

Skin Contact: Remove contaminated clothing. Flush area with large amounts of water. Use soap. Seek medical attention.

Ingestion: Never give anything by mouth to an unconscious person. Wash out mouth with water. Do not induce vomiting unless directed by medical personnel. Seek medical attention immediately.

Inhalation: Remove to fresh air and keep patient at rest. Seek medical attention immediately.

Symptoms and Effects of Exposure: For information on potential signs and symptoms of exposure, See Section 2 - Hazards Identification and/or Section 11 - Toxicological Information.

5. FIRE FIGHTING MEASURES

Extinguishing Media: Use carbon dioxide, dry chemical, or water spray.

Hazardous Combustion Products: Formation of toxic gases is possible during heating or fire.

Fire Fighting Procedures: During all fire fighting activities, wear appropriate protective equipment, including self-contained breathing apparatus.

Fire / Explosion Hazards: Fine particles (such as dust and mists) may fuel fires/explosions.

6. ACCIDENTAL RELEASE MEASURES

Health and Safety Precautions: Personnel involved in clean-up should wear appropriate personal protective equipment (see Section 8). Minimize exposure.

Measures for Cleaning / Collecting: Use non-combustible absorbent material to wipe up spill and place in a sealed container for disposal. Clean spill area thoroughly.

Measures for Environmental Protections: Place waste in an appropriately labeled, sealed container for disposal. Care should be taken to avoid environmental release.

Additional Consideration for Large Spills: Non-essential personnel should be evacuated from affected area. Report emergency situations immediately. Clean up operations should only be undertaken by trained personnel.

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7. HANDLING AND STORAGE

General Handling: Avoid breathing vapor or mist. Avoid contact with eyes, skin and clothing. When handling, use appropriate personal protective equipment (see Section 8). Wash thoroughly after handling. Releases to the environment should be avoided. Review and implement appropriate technical and procedural waste water and waste disposal measures to prevent occupational exposure or environmental releases. Potential points of process emissions of this material to the atmosphere should be controlled with dust collectors, HEPA filtration systems or other equivalent controls.

Storage Conditions: Store as directed by product packaging.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Refer to available public information for specific member state Occupational Exposure Limits.

Hydrogen Peroxide

ACGIH Threshold Limit Value (TWA)	1 ppm
Australia TWA	1 ppm
	1.4 mg/m ³
Austria OEL - MAKs	1 ppm
	1.4 mg/m ³
Belgium OEL - TWA	1 ppm
	1.4 mg/m ³
Bulgaria OEL - TWA	1.5 mg/m ³
Czech Republic OEL - TWA	1 mg/m ³
Denmark OEL - TWA	1 ppm
	1.4 mg/m ³
Estonia OEL - TWA	1 ppm
	1.4 mg/m ³
Finland OEL - TWA	1 ppm
	1.4 mg/m ³
France OEL - TWA	1 ppm
	1.5 mg/m ³
Germany (DFG) - MAK	0.5 ppm
	0.71 mg/m ³
Greece OEL - TWA	1 ppm
	1.4 mg/m ³
Ireland OEL - TWAs	1 ppm
	1.5 mg/m ³
Lithuania OEL - TWA	1 ppm
	1.4 mg/m ³
OSHA - Final PELs - TWAs:	1 ppm
	1.4 mg/m ³
Poland OEL - TWA	1.5 mg/m ³
Portugal OEL - TWA	1 ppm
Slovakia OEL - TWA	1 ppm
	1.4 mg/m ³
Slovenia OEL - TWA	1 ppm
	1.4 mg/m ³
Spain OEL - TWA	1 ppm
	1.4 mg/m ³
Sweden OEL - TWAs	1 ppm
	1.4 mg/m ³

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8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls:	Engineering controls should be used as the primary means to control exposures. General room ventilation is adequate unless the process generates dust, mist or fumes. Keep airborne contamination levels below the exposure limits listed above in this section.
Environmental Exposure Controls:	Refer to specific Member State legislation for requirements under Community environmental legislation.
Personal Protective Equipment:	Refer to applicable national standards and regulations in the selection and use of personal protective equipment (PPE).
Hands:	Impervious gloves are recommended if skin contact with drug product is possible and for bulk processing operations.
Eyes:	Wear safety glasses or goggles if eye contact is possible.
Skin:	Impervious protective clothing is recommended if skin contact with drug product is possible and for bulk processing operations.
Respiratory protection:	If the applicable Occupational Exposure Limit (OEL) is exceeded, wear an appropriate respirator with a protection factor sufficient to control exposures to below the OEL.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	Liquid	Color:	Colorless
Odor:	Ozone-like	Molecular Formula:	Mixture
Molecular Weight:	Mixture		
Solvent Solubility:	Soluble: Alcohol Ether		
Solubility:	Soluble: Water		
Polymerization:	Will not occur		

10. STABILITY AND REACTIVITY

Chemical Stability:	Stable under normal conditions of use.
Oxidizing Properties:	Hydrogen peroxide is an oxidizer which liberates oxygen on contact with tissues. However, the oxidizing properties of the 3% solution are considerably lower than those of the pure compound.
Conditions to Avoid:	Avoid light, heat, freezing conditions and sources of ignition.
Incompatible Materials:	Alkalies, ammonias, and their carbonates.

11. TOXICOLOGICAL INFORMATION

General Information:	The information included in this section describes the potential hazards of the individual ingredients.
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Acute Toxicity: (Species, Route, End Point, Dose)

Hydrogen Peroxide

Rat Oral LD50 1232 mg/kg
Rat Inhalation LC50 4h 2000 mg/m³

Irritation / Sensitization: (Study Type, Species, Severity)

Hydrogen Peroxide

Skin Irritation Rabbit Corrosive

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11. TOXICOLOGICAL INFORMATION

Eye Irritation Rabbit Corrosive
Skin Sensitization Guinea Pig Negative

Repeated Dose Toxicity: (Duration, Species, Route, Dose, End Point, Target Organ)

Hydrogen Peroxide

8 Week(s) Rat Oral 1.5 % LOEL Dental

Reproduction & Development Toxicity: (Duration, Species, Route, Dose, End Point, Effect(s))

Hydrogen Peroxide

Prenatal & Postnatal Development Rat Oral 2 % NOEL Not teratogenic

Genetic Toxicity: (Study Type, Cell Type/Organism, Result)

Hydrogen Peroxide

Bacterial Mutagenicity (Ames) *Salmonella* Positive
Chromosome Aberration *In Vitro* Human Positive
Chromosome Aberration Mouse Bone Marrow Negative
Sister Chromatid Exchange *In Vitro* Human Positive

Carcinogen Status:

None of the components of this formulation are listed as a carcinogen by IARC, NTP or OSHA.

Hydrogen Peroxide

IARC:

Group 3 (Not Classifiable)

12. ECOLOGICAL INFORMATION

Environmental Overview: The environmental characteristics of this mixture have not been fully evaluated. Releases to the environment should be avoided.

Aquatic Toxicity: (Species, Method, End Point, Duration, Result)

Hydrogen Peroxide

Daphnia magna (Water Flea) EC50 7.7 mg/L
Algae LC50 0.85 mg/L

13. DISPOSAL CONSIDERATIONS

Waste Treatment Methods:

Dispose of waste in accordance with all applicable laws and regulations. Member State specific and Community specific provisions must be considered. Considering the relevant known environmental and human health hazards of the material, review and implement appropriate technical and procedural waste water and waste disposal measures to prevent occupational exposure and environmental release. It is recommended that waste minimization be practiced. The best available technology should be utilized to prevent environmental releases. This may include destructive techniques for waste and wastewater.

14. TRANSPORT INFORMATION

The following refers to all modes of transportation unless specified below.

Not regulated for transport under USDOT, EUADR, IATA, or IMDG regulations.

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15. REGULATORY INFORMATION

EU Indication of danger: Not classified

OSHA Label:

Non-hazardous in accordance with international standards for workplace safety.

Canada - WHMIS: Classifications

WHMIS hazard class:

Class D, Division 2, Subdivision B



Purified water

Inventory - United States TSCA - Sect. 8(b)	Present
Australia (AICS):	Present
REACH - Annex IV - Exemptions from the obligations of Register:	Present
EU EINECS/ELINCS List	231-791-2

Hydrogen Peroxide

CERCLA/SARA - Section 302 Extremely Hazardous TPQs	1000 lb
CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs	1000 lb
Inventory - United States TSCA - Sect. 8(b)	Present
Australia (AICS):	Present
Standard for the Uniform Scheduling for Drugs and Poisons:	Schedule 5
EU EINECS/ELINCS List	Schedule 6
	231-765-0

16. OTHER INFORMATION

Text of R phrases mentioned in Section 3

R 8 - Contact with combustible material may cause fire.

R34 - Causes burns.

Data Sources: Safety data sheets for individual ingredients. Publicly available toxicity information.

Reasons for Revision: Updated Section 7 - Handling and Storage. Updated Section 8 - Exposure Controls / Personal Protection. Updated Section 4 - First Aid Measures.

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Prepared by:

Product Stewardship Hazard Communication
Pfizer Global Environment, Health, and Safety Operations

Pfizer Inc believes that the information contained in this Material Safety Data Sheet is accurate, and while it is provided in good faith, it is without a warranty of any kind, expressed or implied.

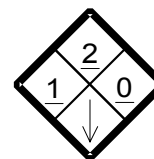
End of Safety Data Sheet

Lilly Miller Brands

Health Hazard	1
Fire Hazard	2
Reactivity	0
Personal Protection	B

HMIS RATING

MATERIAL SAFETY DATA SHEET



NFPA RATING

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Trade Name: Lilly Miller Sulfur Dust

MSDS Number: LM-027

Generic Name: Garden fungicide

EPA Reg. Number: 802-16

Manufacturer: Lilly Miller Brands

Revision Number: New

Address: 16201 SE 98th Avenue
Clackamas, OR 97015

Date Issued: May 11, 2001

Manufacturer's Phone Number: 503-650-4400

SECTION II - COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS Number	%	TLV	PEL
Sulfur	7704-34-9	90	10 mg/m ³ (PNOC)	15 mg/m ³ (PNOR)
Inert diluent and anti-caking agent	Mixture	10	N/A	N/A

Key: TLV = ACGIH, 8 hr. time weighted average (TWA); PEL = OSHA permissible exposure limit.

PNOC = Particulates Not Otherwise Classified (ACGIH - Inhalable)

PNOR = Particulates Not Otherwise Regulated (OSHA - Total dust)

SECTION III - HAZARDS IDENTIFICATION

Emergency Overview: This product is slightly-hazardous to health. Wash hands and exposed skin with soap and water before eating, drinking or smoking and after using this product. Do not store near food or feed.

HMIS Rating: **Health:** 1 **Fire:** 2 **Reactivity:** 0 **Personal Protection:** B

Potential Health Effects:

Routes of Entry: Inhalation, skin contact, eye contact, ingestion

Inhalation: Overexposure to dust may cause irritation to mucous membranes and transitory upper respiratory irritation.

Skin Contact: Can be mildly irritating to the skin.

Eye Contact: Dusts may cause irritation to the eye at 6ppm or corneal injury due to mechanical action.

Ingestion: Ingestion of may be irritating to the G.I. system.

Medical Conditions Aggravated by Exposure: May cause upper respiratory irritation, and may aggravate pre-existing respiratory conditions.

Carcinogenicity: Not listed by NTP or IARC. Not regulated as a carcinogen by OSHA.

SECTION IV - FIRST AID MEASURES

Inhalation: Move to an area free from risk of further exposure. Treat symptomatically if required. No adverse effects anticipated by this route of exposure incidental to proper handling.

Eye Contact: Flush with clean, lukewarm water at low pressure. Seek medical attention if irritation persists.

Skin Contact: Wash affected areas thoroughly with soap and warm water immediately after use of this product.

Ingestion: Ingestion of large quantities may be irritating to the GI tract, requiring symptomatic treatment.

SECTION V - FIREFIGHTING MEASURES

NFPA Rating: Health: 1 Fire: 2 Reactivity: 0 Other: 0

Flash point and Method: 405° F

Extinguishing Method: Water or water fog..

Fire or Explosion Hazards: Combustible when exposed to heat or flames or by chemical reaction when exposed to oxidizers. Avoid solid streams of water which may stir up dust clouds or spread fire. Dust may form an explosive mixture with air.

Special Firefighting Procedures: Fight fire upwind. Wear positive pressure self-contained breathing apparatus. Evacuate people downwind from fire.

SECTION VI - ACCIDENTAL RELEASE MEASURES

Clean-up Procedures: Pick up or shovel material into waste container taking care to minimize dust. Wet down if necessary to control dust. Vacuum clean dust.

Personal Precautions: If dusty conditions exist, wear a face mask approved for use with dusts such as 3M 8511 N-95 or equivalent.

Environmental Precautions: Keep major spills from entering lakes and waterways.

SECTION VII - HANDLING AND STORAGE

Storage Temperature: Not affected by extremes of ambient temperature.

Shelf Life: Indefinite.

Special Sensitivity: None.

Handling and Storage Precautions: Avoid eye contact and avoid breathing dusts if generated. Good housekeeping is recommended to prevent the accumulation of dust.

SECTION VIII - EXPOSURE CONTROLS/PERSONAL PROTECTION

Respiratory Protection: If dusty conditions exist, wear a face mask approved for use with dusts such as 3M 8511 N-95 or equivalent.

Eye Protection: Use safety glasses if there is potential for exposure to dust which can cause irritation or mechanical injury to the eyes.

Skin Protection: Gloves and long sleeved shirts are recommended.

Engineering Controls: Product is to be used out of doors.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES**Physical Form:** Yellow powder**Odor:** Negligible**Specific Gravity:** 2.0**Melting Point:** 119°**Boiling Point:** 444° F**Solubility in Water:** Insoluble**% Volatile by Weight (VOC):** Nil**SECTION X - REACTIVITY****Stability :** This is stable material.**Hazardous Polymerization:** Will not occur.**Incompatibilities:** Alkalis, oxidizers, halogens, carbides, zinc, calcium.**Decomposition Products:** SO_x, H₂S, CO, CO₂.**SECTION XI - TOXICOLOGICAL/ECOLOGICAL INFORMATION****Ecological Concerns:** Lilly Miller Sulfur Dust is a slightly hazardous, naturally occurring plant fungicide. No ecological concerns are anticipated.**SECTION XII - DISPOSAL CONSIDERATIONS****Waste Disposal Method:** This material is slightly hazardous plant fungicide and may be disposed of by applying in accordance with manufacturer's recommendations.**SECTION XIII - TRANSPORTATION INFORMATION****DOT Shipping Name:** Sulfur**DOT Label:** Flammable solid**Technical Shipping Name:** Sulfur**DOT Placard:** None**DOT Hazard Class:** None**UN/NA Number:** UN1350**SECTION XIV - REGULATORY INFORMATION****OSHA Status:** This product is regulated under OSHA criteria as a nuisance dust.**EPA Registration Number:** 802-16**TSCA Status:** All applicable chemicals are registered under TSCA.**CERCLA Reportable Quantity:** Not regulated under CERCLA.**SARA Title III:** Not regulated under SARA Title III.**Section 302, Extremely Hazardous:** N/A**Section 311/312 Hazard Categories:** N/A.**Section 313 Toxic Chemicals:** N/A**RCRA Status:** Not regulated under RCRA

SECTION XV - APPROVALS

Reason for issue: New MSDS

Approval Date: May 11, 2001

Prepared by: Compliance Consulting Group, Inc.
303-795-2060

Supersedes Date None

SECTION XVI - DISCLAIMER

As of the date of this document, the foregoing information is believed to be accurate and is provided in good faith to comply with applicable federal and state laws. However, no warranty or representation of law or fact, with respect to such information, is intended or given.

Botanicare
6858 W. Chicago St #3
Chandler, AZ 85226
877.753.0404

MSDS SHEETS

PRODUCT NAME: CalMagTM

1. **INGREDIENTS:** Sulfates and nitrates of calcium, magnesium.

2. **PHYSICAL DATA:**

Physical Form: Liquid

Boiling Point: 100°C

Vap Press: N/A

Vap Density: N/A

Sol in Water: Completely soluble

Evaporation Rate: N/A

Appearance: Dark amber-colored liquid

Odor: None

3. **FIRE AND EXPLOSION HAZARD DATA:**

Flash Point: N/A

Method Used: N/A

FLAMMABLE LIMITS:

LFL: N/A

UFL: N/A

EXTINGUISHING MEDIA: This product is not combustible. Use any appropriate medium for extinguishing surrounding fires.

4. **REACTIVITY DATA:**

STABILITY: Stable.

POLYMERIZATION: Will not occur.

Conditions to Avoid: Water of crystallization from applicable components driven off at approximately 235° Fahrenheit / 113° Celsius.

Materials to Avoid: Solutions can be corrosive to metals. Avoid strong oxidizing and reducing agents.

Hazardous Decomposition Products: None.

5. ENVIRONMENTAL AND DISPOSAL INFORMATION:

ACTION TO TAKE FOR SPILLS OR LEAKS: Wear protective equipment, including rubber boots, rubber gloves, rubber apron and chemical goggles. For small spills, sweep up and dispose of in DOT-approved waste containers. Comply with all applicable governmental regulations on spill reporting, and handling and disposal of waste.

6. FIRST AID:

IF INHALED: Remove to fresh air.

IN CASE OF EYE CONTACT: Flush eyes with a lot of running water.

IN CASE OF SKIN CONTACT: Wash skin with lots of soap and water. Remove contaminated clothing and shoes. Get medical attention if irritation persists.

IF SWALLOWED: Do not induce vomiting. Consult a physician.

7. HEALTH HAZARD INFORMATION:

PRIMARY ROUTES OF EXPOSURE: Skin or eye contact, swallowed.

SIGNS AND SYMPTOMS OF EXPOSURE:

Eye Contact: May moderately irritate eyes.

Skin Contact: May irritate damp skin.

Swallowed: Swallowing may result in abdominal discomfort.

CHRONIC EFFECTS OF EXPOSURE: No specific information available.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: None known.

8. HANDLING PRECAUTIONS:

EXPOSURE GUIDELINE:

VENTILATION: Local mechanical exhaust ventilation at the point of use.

RESPIRATORY PROTECTION: NIOSH-Approved dust and vapor respirator or mask in the absence of adequate environmental controls at the point of use.

PROTECTIVE CLOTHING: Long-sleeved shirt, trousers, safety shoes and gloves.

EYE PROTECTION: Chemical goggles.

OTHER PROTECTIVE MEASURES: An eyewash and safety shower should be nearby and ready for use.

**The Clorox Company**

1221 Broadway
Oakland, CA 94612
Tel. (510) 271-7000

Material Safety Data Sheet

I Product: CLOROX REGULAR-BLEACH											
Description: CLEAR, LIGHT YELLOW LIQUID WITH A CHARACTERISTIC CHLORINE ODOR											
Other Designations	Distributor	Emergency Telephone Nos.									
Clorox Bleach EPA Reg. No. 5813-50	Clorox Sales Company 1221 Broadway Oakland, CA 94612	For Medical Emergencies call: (800) 446-1014 For Transportation Emergencies Chemtrec (800) 424-9300									
II Health Hazard Data		III Hazardous Ingredients									
<p>DANGER: CORROSIVE. May cause severe irritation or damage to eyes and skin. Vapor or mist may irritate. Harmful if swallowed. Keep out of reach of children.</p> <p>Some clinical reports suggest a low potential for sensitization upon exaggerated exposure to sodium hypochlorite if skin damage (e.g., irritation) occurs during exposure. Under normal consumer use conditions the likelihood of any adverse health effects are low.</p> <p>Medical conditions that may be aggravated by exposure to high concentrations of vapor or mist: heart conditions or chronic respiratory problems such as asthma, emphysema, chronic bronchitis or obstructive lung disease.</p> <p>FIRST AID:</p> <p>Eye Contact: Hold eye open and rinse with water for 15-20 minutes. Remove contact lenses, after first 5 minutes. Continue rinsing eye. Call a physician.</p> <p>Skin Contact: Wash skin with water for 15-20 minutes. If irritation develops, call a physician.</p> <p>Ingestion: Do not induce vomiting. Drink a glassful of water. If irritation develops, call a physician. Do not give anything by mouth to an unconscious person.</p> <p>Inhalation: Remove to fresh air. If breathing is affected, call a physician.</p>		<table><thead><tr><th>Ingredient</th><th>Concentration</th><th>Exposure Limit</th></tr></thead><tbody><tr><td>Sodium hypochlorite CAS# 7681-52-9</td><td>5 - 10%</td><td>Not established</td></tr><tr><td>Sodium hydroxide CAS# 1310-73-2</td><td><1%</td><td>2 mg/m¹ 2 mg/m²</td></tr></tbody></table> <p>¹ACGIH Threshold Limit Value (TLV) - Ceiling</p> <p>²OHSA Permissible Exposure Limit (PEL) – Time Weighted Average (TWA)</p> <p>None of the ingredients in this product are on the IARC, NTP or OSHA carcinogen lists.</p>	Ingredient	Concentration	Exposure Limit	Sodium hypochlorite CAS# 7681-52-9	5 - 10%	Not established	Sodium hydroxide CAS# 1310-73-2	<1%	2 mg/m ¹ 2 mg/m ²
Ingredient	Concentration	Exposure Limit									
Sodium hypochlorite CAS# 7681-52-9	5 - 10%	Not established									
Sodium hydroxide CAS# 1310-73-2	<1%	2 mg/m ¹ 2 mg/m ²									
IV Special Protection and Precautions		V Transportation and Regulatory Data									
<p>No special protection or precautions have been identified for using this product under directed consumer use conditions. The following recommendations are given for production facilities and for other conditions and situations where there is increased potential for accidental, large-scale or prolonged exposure.</p> <p>Hygienic Practices: Avoid contact with eyes, skin and clothing. Wash hands after direct contact. Do not wear product-contaminated clothing for prolonged periods.</p> <p>Engineering Controls: Use general ventilation to minimize exposure to vapor or mist.</p> <p>Personal Protective Equipment: Wear safety goggles. Use rubber or nitrile gloves if in contact liquid, especially for prolonged periods.</p> <p>KEEP OUT OF REACH OF CHILDREN</p>		<p>DOT/IMDG/IATA - Not restricted.</p> <p>EPA - SARA TITLE III/CERCLA: Bottled product is not reportable under Sections 311/312 and contains no chemicals reportable under Section 313. This product does contain chemicals (sodium hydroxide <0.2% and sodium hypochlorite <7.35%) that are regulated under Section 304/CERCLA.</p> <p>TSCA/DSL STATUS: All components of this product are on the U.S. TSCA Inventory and Canadian DSL.</p>									
VI Spill Procedures/Waste Disposal		VII Reactivity Data									
<p>Spill Procedures: Control spill. Containerize liquid and use absorbents on residual liquid; dispose appropriately. Wash area and let dry. For spills of multiple products, responders should evaluate the MSDS's of the products for incompatibility with sodium hypochlorite. Breathing protection should be worn in enclosed, and/or poorly ventilated areas until hazard assessment is complete.</p> <p>Waste Disposal: Dispose of in accordance with all applicable federal, state, and local regulations.</p>		<p>Stable under normal use and storage conditions. Strong oxidizing agent. Reacts with other household chemicals such as toilet bowl cleaners, rust removers, vinegar, acids or ammonia containing products to produce hazardous gases, such as chlorine and other chlorinated species. Prolonged contact with metal may cause pitting or discoloration.</p>									
VIII Fire and Explosion Data		IX Physical Data									
<p>Flash Point: None</p> <p>Special Firefighting Procedures: None</p> <p>Unusual Fire/Explosion Hazards: None. Not flammable or explosive. Product does not ignite when exposed to open flame.</p>		<p>Boiling point.....approx. 212°F/100°C</p> <p>Specific Gravity (H₂O=1) ~ 1.1 at 70°F</p> <p>Solubility in Water complete</p> <p>pH ~11.9</p>									

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DATA SUPPLIED IS FOR USE ONLY IN CONNECTION WITH OCCUPATIONAL SAFETY AND HEALTH

DATE PREPARED 08/09

Material Safety Data Sheet

Section 1: IDENTIFICATION

Product Name: Mighty Wash – RTU
Product Type: Foliage Cleaner
Chemical Name: N/A
Formula: Proprietary

Section 2: PHYSICAL DATA

Flash Point (closed cup method):	N/A
Specific Gravity:	0.9927
Vapor Pressure:	N/A
Vapor Density:	Greater than 1
Boiling Point/Melting Point:	>200
Solubility in Water:	Soluble
Appearance:	Pink opaque liquid

Section 3: FIRE AND EXPLOSION HAZARD DATA

Extinguishing Media:	N/A
Flash Point:	Non-flammable
Special Fire Fighting Procedure:	N/A
Unusual Fire and Explosion Hazards:	None required
Stability:	Stable
Hazardous Polymerization:	Will not occur
Materials to Avoid:	N/A
Conditions to Avoid:	Below 35°F
Hazardous Decomposition Products:	None

Section 4: SPILL, LEAK AND DISPOSAL PROCEDURES

Precautions if Material is Spilled or Released:	Soak spills with direct sand, sawdust, vermiculite, or other suitable absorbent materials to prevent slipping.
Waste Disposal Methods:	Dispose according to federal, state and local regulations

Section 5: PROTECTION INFORMATION

Ventilation:	Not normally required
Respiratory Protection:	Not normally required, but if vapor concentration is high due to heat, use respirator

Eye Protection:	Safety glasses and goggles recommended.
Skin Protection:	Standard rubber gloves and similarly approved type work clothes recommended.

Section 6: HEALTH HAZARD DATA

Occupational Exposure Limit:	N/A
Threshold Limit Value:	Not established
OSHA Permissible Exposure Limit:	Not established
Health Hazard Determination:	The components of this mixture have not been found to be carcinogenic. Components of this mixture can be irritating to the eyes. Their identity is proprietary and therefore considered a trade secret.
Effects of Overexposure:	Contact of product with eyes may result in mild irritation reaction.

Emergency and First Aid Procedure:

Inhalation:	Remove person from contaminated area to fresh air. If breathing is difficult, see physician
Skin:	In case of eye or skin contact, flush with water. If irritation persists, contact physician.
Eyes:	In case of eye or skin contact, flush with water. If irritation persists, contact physician.
Ingestion:	In case of eye or skin contact, flush with water. If irritation persists, contact physician.

Section 7: STORAGE, HANDLING, SPECIAL PRECAUTIONS

Storage and Handling:	Store in tightly sealed containers (preferably full) in cool dry area, away from heat, flame and sunlight
Special Precautions:	None Required

US Poison Control Centers: 1-800-222-1222

Manufactured for: NPK Industries

1600 Skypark Dr. Suit 215
Medford, OR 97504
+1.800.944.4508

Revised- 10/15/10

DISCLAIMER: The information in this Material Safety Data Sheet (MSDS) is believed to be correct as of the date issued. By making the MSDS available, NPK LLC, DBA NPK Industries does not make any express or implied warranty (including any warranty of merchantability or fitness for a particular purpose) regarding the MSDS, its accuracy or the product to which it relates. Anyone using this information agrees that NPK Industries shall not be held liable (based on its negligence or otherwise) for any personal injury or other damage relating to, or arising from such use, including direct, incidental, or consequential damage and such user agrees to indemnify NPK Industries for any claims arising out of its use.

Trade Name/Synonym : **Pure Neem Oil Organic Leaf Polish**
 Date Prepared : June 1, 2009
 Chemical Name : 100% Cold Pressed Neem Oil
 Formula : Extracts of Neem Seeds

Section 1: Manufacturer or Supplier

Dyna-Gro Nutrition Solutions, 2775 Giant Road, Richmond, CA 94806, (800) 396-2476 Emergency (510) 233-0254

Section 2: Hazardous Ingredients

Contains no hazardous mixtures

Section 3: Physical Data & Ingredients

Physical State at STP : Liquid	pH : 6.5 – 7.5
Appearance : Brown	Specific Gravity : 0.9137
Odor : Garlic	Solubility in Water : Slightly Soluble
Boiling Point : > 392° F	Vapor Pressure at 20° C: < 1.33 EE-5 Pa
Melt/Freeze Point : 55° F	Vapor Density : Greater than air

Chemical or Common Name	%	CAS#	Exposure limits in air:
			ACGIH TLV: OSHA PEL :
Neem Oil	100%	8002-65-1	Not Established

Section 4: Fire & Explosion Hazard Data

Flash Point : >239° F
 Extinguishing Media to Use : Dry Chemicals, CO₂, Water or Water Based Foam
 Special Fire Fighting Procedures : None
 Unusual Fire & Explosion Risk : None

Section 5: Reactivity Hazard Data

Stability : Stable
 Incompatibility : None Noted
 Hazardous Decomposition : None
 Hazardous Polymerization : None

Section 6: Health Hazard Data

Effects of Over-Exposure: None Noted.

Health Hazards: Acute: May cause mild irritation to eyes and skin.
 Chronic: Repeated skin exposure may cause mild sensitization.

Emergency First Aid:

If Swallowed : Under 1 ounce does not have any harmful effects. For larger amounts, do not induce vomiting. Drink one or two glasses of water. Never give anything by mouth to an unconscious person. Call a physician.
 Skin Exposure : Wash with soap and water. Get medical attention if irritation persists.
 Eye Exposure : Flush eyes with water for 15 minutes. Call a physician.
 If Inhaled : Remove to fresh air. Get medical attention if irritation persists.

Section 7: Spill or Leak Procedures

Environmental Hazard : Do not apply directly to bodies of water. This product is toxic to bees exposed to direct treatment.

Steps to take if Spill Occurs. : Ventilate the area. Absorb liquid and scrub the area with detergent and water. Avoid runoff into storm sewers and ditches leading to waterways.

Waste Disposal Method : Dispose of all waste according to local, state and federal regulations. Mix with water and dispose of in approved landfill.

Section 8: Special Protection Information

Respiratory Protection. : No special requirements.

Ventilation : Adequate ventilation

Eye Protection. : Safety goggles

Protective Gloves : Rubber

Section 9: Handling & Storage Conditions

Storage Temperature (Min./Max.) : 60° F / 95° F

Shelf Life : Stable under normal storage conditions up to two years.

Special Sensitivity : Keep from freezing.

Handling Precautions. : Do not drink, get in eyes, on skin or on clothing. Use in well ventilated area. Wash thoroughly with soap and water after handling.

Storage Precautions : Do not keep near flame. Store in a cool, dry place.

The information contained herein is provided in good faith and is believed to be correct and equivalent to OSHA Form 174, as of the date hereof, but is issued without guarantee. Since conditions of use are beyond our control, user assumes all responsibility and risk.

MATERIAL SAFETY DATA SHEET

Product: Royal Flush

Section 1: Product and Company Identification

Product Name: Royal Flush

Synonyms: Royal Flush

Product Codes:

Manufacturer: Humboldt Nutrients, LLC

Division: Manufacturing

Address: 716 West Cedar Street Unit #D, Eureka, Ca, 95501

EMERGENCY PHONE: 888-420-7770

CHEMTREC PHONE:

OTHER CALLS: 707-497-6891

FAX PHONE: 866-812-9589

Section 2: Hazardous Ingredients/ Identity Information

Chemical Name:	<u>% vol</u>	<u>Case Number</u>
-----------------------	---------------------	---------------------------

Trade Name: Humboldt Nutrients Royal Flush

Formula: Not Applicable

Hazardous Ingredients: None Known

Section 3: Physical/Chemical Characteristics

Boiling Point: 215F

Melting Point: N/A

Vapor Pressure: <1

Appearance: Clear Liquid, slight blue tint

Bulk Density: N/A

Specific Gravity: 1.050

Odor: slight odor

Solubility in Water: Complete, Miscible

Ph: 2

Section 4: Fire and Explosion Hazard Data

Flash Point: does not flash

Flammable Limits: N/A

Section 5: Reactivity Data

Hazardous polymerization will not occur

Section 6: Precautions of Safe Handling and Use

May cause eye irritation, avoid indigestion product is considered slightly toxic. Prolonged exposure to skin may cause reddening. In case of spill, absorb liquids with absorbent material, place in container. Slightly corrosive due to low Ph, Store in sealed plastic or stainless containers in cool dry area away from heat and flames.

Section 7: First Aid Measures

Ingestion: Administer water to conscious victim, seek medical attention.

Eye Contact: Flush eyes thoroughly with water for 15 minutes, call physician.

Skin: wash with soap and water

Section 8: Special Precautions

Store in a cool dry area away from children, food and feed products. Protect from freezing. Avoid contamination and spills. Avoid contact with eyes, skin and clothing. Avoid inhalation. Wash hands thoroughly before eating or smoking

Manufactured By:
Humboldt Nutrients, LLC
716 West Cedar Street Unit #D, Eureka, Ca, 95501
888-420-7770

Indoor Garden & Lighting, Inc.

Elemental Fertilizer BluMoon Bloom part A Health & Safety Data Sheets

SECTION 1 - IDENTIFICATION OF PREPARATION

Product name:

BluMoon Bloom part A

Item ID:

Bloom A

Application:

Hydroponic Fertilizer

Manufacturer Identification:

Indoor Garden & Lighting Inc
3839, 6th Ave
Tacoma, WA 98406

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

Chemical characterization:

Solute in water

Chemical composition:

Phosphoric Acid, Soluble Potash
Magnesium, Molybdenum, Copper Nitrate, Zink
Potassium Borate, Potassium Sulfate,
Manganese.

SECTION 3 - HAZARD IDENTIFICATION

N/A

SECTION 4 - FIRST AID MEASURES

Eye contact:

Irrigate thoroughly with water. If discomfort persists, obtain medical attention.

Skin contact:

Wash off thoroughly with water & soap

Ingestion:

Wash out mouth thoroughly with water.
In severe cases obtain medical attention.
Do not induce vomiting

Inhalation:

N/A

SECTION 5 - FIRE FIGHTING MEASURES

Special risks:

N/A

Fire extinguisher:

N/A

Special fire fighting precautions:

None

SECTION 6 - ACCIDENTAL RELEASE MEASURES

In case of accidental spill or release:

Wear appropriate protective clothing.

If local regulations permit, mop up with plenty of water and run to waste, diluting greatly with running water. Otherwise transfer to container and arrange removal by disposal company. Wash site of spillage thoroughly with detergent and water.

SECTION 7 - HANDLING AND STORAGE

Handling:

Under no circumstances eat or drink while handling this material.

Wash hands and face after working with material.

Storage:

Store at room temperature (@15°-25° C)

Protect from direct sunlight & moisture

Keep container well closed

Keep away from children

SECTION 8 - EXPOSURE CONTROL/PERSONAL PROTECTION

As appropriate to quantity handled:

Respiratory protection:

Not applicable

Protective gloves:

Rubber or plastic

Eye protection:

Goggles/face shield

SECTION 9 - PHYSICAL/CHEMICAL PROPERTIES

Appearance and odor:

Red/brown paste and liquid

Odorless

Water reactivity:

Non-reactive

Solubility in water:

Miscible in any proportion

Melting point:

N/A

Boiling point:

> 100° C

SECTION 10 - STABILITY AND REACTIVITY

Stability:

Stable

SECTION 11 - TOXICOLOGICAL INFORMATION

In case of ingestion:

After ingestion of large amounts: nausea, vomiting, gastro-intestinal distress, abdominal

discomfort may occur. Seek medical advice.

Further data:

LD50 (oral-rat): N/A

No evidence of carcinogenic properties. No evidence of mutagenic or teratogenic effects

SECTION 12 - ECOLOGICAL INFORMATION

-
No environmental hazard is anticipated provided that the material is handled and disposed of with due care and attention.

**SECTION 13 - DISPOSAL
CONSIDERATIONS**

Waste disposal:

Chemical residues are generally classified as special waste and thus covered by local regulations. Contact authorities or disposal companies for advice.
In compliance with current regulations.

SECTION 14 - TRANSPORT INFORMATION

UN-No.:

IMO: NR

IATA: NR

Correct technical name: Not-Restricted

ADR/RID: N/R

IMDG class: NR

Packaging group:

Packaging group:

**SECTION 15 - REGULATORY
INFORMATION**

Labeling according to EEC directives:

R-phrases:

S-phrases:

SECTION 16 - OTHER INFORMATION

NA

THE INFORMATION CONTAINED HEREIN IS BASED ON DATA CONSIDERED TO ACCURATE. HOWEVER, NO WARRANTY IS EXPRESSED OR IMPLIED REGARDING THE ACCURACY OF THIS DATA OR THE RESULTS TO BE OBTAINED FROM THE USE THEREOF.

Rev. Date: 1/3/2014

Indoor Garden & Lighting, Inc.

Elemental Fertilizer BluMoon Bloom part B Health & Safety Data Sheets

SECTION 1 - IDENTIFICATION OF PREPARATION

Product name:

BluMoon Bloom part B

Item ID:

Bloom B

Application:

Hydroponic Fertilizer

Manufacturer Identification:

Indoor Garden & Lighting Inc
3839, 6th Ave
Tacoma, WA 98406

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

Chemical characterization:

Solute in water

Chemical composition:

Nitrate Nitrogen, Iron

SECTION 3 - HAZARD IDENTIFICATION

N/A

SECTION 4 - FIRST AID MEASURES

Eye contact:

Irrigate thoroughly with water. If discomfort persists, obtain medical attention.

Skin contact:

Wash off thoroughly with water & soap

Ingestion:

Wash out mouth thoroughly with water.
In severe cases obtain medical attention.
Do not induce vomiting

Inhalation:

N/A

SECTION 5 - FIRE FIGHTING MEASURES

Special risks:

N/A

Fire extinguisher:

N/A

Special fire fighting precautions:

None

SECTION 6 - ACCIDENTAL RELEASE MEASURES

In case of accidental spill or release:

Wear appropriate protective clothing.

If local regulations permit, mop up with plenty of water and run to waste, diluting greatly with running water. Otherwise transfer to container and arrange removal by disposal company. Wash site of spillage thoroughly with detergent and water.

SECTION 7 - HANDLING AND STORAGE

Handling:

Under no circumstances eat or drink while handling this material.

Wash hands and face after working with material.

Storage:

Store at room temperature (@15°-25° C)

Protect from direct sunlight & moisture

Keep container well closed

Keep away from children

SECTION 8 - EXPOSURE CONTROL/PERSONAL PROTECTION

As appropriate to quantity handled:

Respiratory protection:

Not applicable

Protective gloves:

Rubber or plastic

Eye protection:

Goggles/face shield

SECTION 9 - PHYSICAL/CHEMICAL PROPERTIES

Appearance and odor:

Red/brown paste and liquid

Odorless

Water reactivity:

Non-reactive

Solubility in water:

Miscible in any proportion

Melting point:

N/A

Boiling point:

> 100° C

SECTION 10 - STABILITY AND REACTIVITY

Stability:

Stable

SECTION 11 - TOXICOLOGICAL INFORMATION

In case of ingestion:

After ingestion of large amounts: nausea, vomiting, gastro-intestinal distress, abdominal

discomfort may occur. Seek medical advice.

Further data:

LD50 (oral-rat): N/A

No evidence of carcinogenic properties. No evidence of mutagenic or teratogenic effects

SECTION 12 - ECOLOGICAL INFORMATION

-
No environmental hazard is anticipated provided that the material is handled and disposed of with due care and attention.

**SECTION 13 - DISPOSAL
CONSIDERATIONS**

Waste disposal:

Chemical residues are generally classified as special waste and thus covered by local regulations. Contact authorities or disposal companies for advice.

In compliance with current regulations.

SECTION 14 - TRANSPORT INFORMATION

UN-No.:

IMO: NR

IATA: NR

Correct technical name: Not-Restricted

ADR/RID: N/R

IMDG class: NR

Packaging group:

Packaging group:

**SECTION 15 - REGULATORY
INFORMATION**

Labeling according to EEC directives:

R-phrases:

S-phrases:

SECTION 16 - OTHER INFORMATION

NA

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Rev. Date: 1/3/2014

Indoor Garden & Lighting, Inc.

Elemental Fertilizer BluMoon Grow part A Health & Safety Data Sheets

SECTION 1 - IDENTIFICATION OF PREPARATION

Product name:

BluMoon Grow part A

Item ID:

Grow A

Application:

Hydroponic Fertilizer

Manufacturer Identification:

Indoor Garden & Lighting Inc
3839, 6th Ave
Tacoma, WA 98406

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

Chemical characterization:

Solute in water

Chemical composition:

Phosphoric Acid, Soluble Potash
Magnesium Sulfate, Molybdenum, Copper, Zink
Potassium Borate, Potassium Nitrate,
Manganese, Mono-Potassium Phosphate,
Ammonium Molbdate.

SECTION 3 - HAZARD IDENTIFICATION

N/A

SECTION 4 - FIRST AID MEASURES

Eye contact:

Irrigate thoroughly with water. If discomfort persists, obtain medical attention.

Skin contact:

Wash off thoroughly with water & soap

Ingestion:

Wash out mouth thoroughly with water.
In severe cases obtain medical attention.
Do not induce vomiting

Inhalation:

N/A

SECTION 5 - FIRE FIGHTING MEASURES

Special risks:

N/A

Fire extinguisher:

N/A

Special fire fighting precautions:

None

SECTION 6 - ACCIDENTAL RELEASE MEASURES

In case of accidental spill or release:

Wear appropriate protective clothing.

If local regulations permit, mop up with plenty of water and run to waste, diluting greatly with running water. Otherwise transfer to container and arrange removal by disposal company. Wash site of spillage thoroughly with detergent and water.

SECTION 7 - HANDLING AND STORAGE

Handling:

Under no circumstances eat or drink while handling this material.

Wash hands and face after working with material.

Storage:

Store at room temperature (@15°-25° C)

Protect from direct sunlight & moisture

Keep container well closed

Keep away from children

SECTION 8 - EXPOSURE CONTROL/PERSONAL PROTECTION

As appropriate to quantity handled:

Respiratory protection:

Not applicable

Protective gloves:

Rubber or plastic

Eye protection:

Goggles/face shield

SECTION 9 - PHYSICAL/CHEMICAL PROPERTIES

Appearance and odor:

Red/brown paste and liquid

Odorless

Water reactivity:

Non-reactive

Solubility in water:

Miscible in any proportion

Melting point:

N/A

Boiling point:

> 100° C

SECTION 10 - STABILITY AND REACTIVITY

Stability:

Stable

SECTION 11 - TOXICOLOGICAL INFORMATION

In case of ingestion:

After ingestion of large amounts: nausea, vomiting, gastro-intestinal distress, abdominal

discomfort may occur. Seek medical advice.

Further data:

LD50 (oral-rat): N/A

No evidence of carcinogenic properties. No evidence of mutagenic or teratogenic effects

SECTION 12 - ECOLOGICAL INFORMATION

-
No environmental hazard is anticipated provided that the material is handled and disposed of with due care and attention.

**SECTION 13 - DISPOSAL
CONSIDERATIONS**

Waste disposal:

Chemical residues are generally classified as special waste and thus covered by local regulations. Contact authorities or disposal companies for advice.
In compliance with current regulations.

SECTION 14 - TRANSPORT INFORMATION

UN-No.:

IMO: NR

IATA: NR

Correct technical name: Not-Restricted

ADR/RID: N/R

IMDG class: NR

Packaging group:

Packaging group:

**SECTION 15 - REGULATORY
INFORMATION**

Labeling according to EEC directives:

R-phrases:

S-phrases:

SECTION 16 - OTHER INFORMATION

NA

THE INFORMATION CONTAINED HEREIN IS BASED ON DATA CONSIDERED TO ACCURATE. HOWEVER, NO WARRANTY IS EXPRESSED OR IMPLIED REGARDING THE ACCURACY OF THIS DATA OR THE RESULTS TO BE OBTAINED FROM THE USE THEREOF.

Rev. Date: 1/3/2014

Indoor Garden & Lighting, Inc.

Elemental Fertilizer BluMoon Grow part B Health & Safety Data Sheets

SECTION 1 - IDENTIFICATION OF PREPARATION

Product name:

BluMoon Grow part B

Item ID:

Grow B

Application:

Hydroponic Fertilizer

Manufacturer Identification:

Indoor Garden & Lighting Inc
3839, 6th Ave
Tacoma, WA 98406

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

Chemical characterization:

Solute in water

Chemical composition:

Nitrate Nitrogen, Calcium Nitrate
Potassium Nitrate, Iron

SECTION 3 - HAZARD IDENTIFICATION

N/A

SECTION 4 - FIRST AID MEASURES

Eye contact:

Irrigate thoroughly with water. If discomfort persists, obtain medical attention.

Skin contact:

Wash off thoroughly with water & soap

Ingestion:

Wash out mouth thoroughly with water.
In severe cases obtain medical attention.
Do not induce vomiting

Inhalation:

N/A

SECTION 5 - FIRE FIGHTING MEASURES

Special risks:

N/A

Fire extinguisher:

N/A

Special fire fighting precautions:

None

SECTION 6 - ACCIDENTAL RELEASE MEASURES

In case of accidental spill or release:

Wear appropriate protective clothing.

If local regulations permit, mop up with plenty of water and run to waste, diluting greatly with running water. Otherwise transfer to container and arrange removal by disposal company. Wash site of spillage thoroughly with detergent and water.

SECTION 7 - HANDLING AND STORAGE

Handling:

Under no circumstances eat or drink while handling this material.

Wash hands and face after working with material.

Storage:

Store at room temperature (@15°-25° C)

Protect from direct sunlight & moisture

Keep container well closed

Keep away from children

SECTION 8 - EXPOSURE CONTROL/PERSONAL PROTECTION

As appropriate to quantity handled:

Respiratory protection:

Not applicable

Protective gloves:

Rubber or plastic

Eye protection:

Goggles/face shield

SECTION 9 - PHYSICAL/CHEMICAL PROPERTIES

Appearance and odor:

Red/brown paste and liquid

Odorless

Water reactivity:

Non-reactive

Solubility in water:

Miscible in any proportion

Melting point:

N/A

Boiling point:

> 100° C

SECTION 10 - STABILITY AND REACTIVITY

Stability:

Stable

SECTION 11 - TOXICOLOGICAL INFORMATION

In case of ingestion:

After ingestion of large amounts: nausea, vomiting, gastro-intestinal distress, abdominal

discomfort may occur. Seek medical advice.

Further data:

LD50 (oral-rat): N/A

No evidence of carcinogenic properties. No evidence of mutagenic or teratogenic effects

SECTION 12 - ECOLOGICAL INFORMATION

-
No environmental hazard is anticipated provided that the material is handled and disposed of with due care and attention.

**SECTION 13 - DISPOSAL
CONSIDERATIONS**

Waste disposal:

Chemical residues are generally classified as special waste and thus covered by local regulations. Contact authorities or disposal companies for advice.

In compliance with current regulations.

SECTION 14 - TRANSPORT INFORMATION

UN-No.:

IMO: NR

IATA: NR

Correct technical name: Not-Restricted

ADR/RID: N/R

IMDG class: NR

Packaging group:

Packaging group:

**SECTION 15 - REGULATORY
INFORMATION**

Labeling according to EEC directives:

R-phrases:

S-phrases:

SECTION 16 - OTHER INFORMATION

NA

THE INFORMATION CONTAINED HEREIN IS BASED ON DATA CONSIDERED TO ACCURATE. HOWEVER, NO WARRANTY IS EXPRESSED OR IMPLIED REGARDING THE ACCURACY OF THIS DATA OR THE RESULTS TO BE OBTAINED FROM THE USE THEREOF.

Rev. Date: 1/3/2014

Part # 730090
730095
730100

Material Safety Data Sheet

Polytarp Plastic Film

This MSDS is directed to professional users and bulk handlers of the product or its ingredients. This MSDS provides current health and safety information to your management and employees who work with this material. Please read the information on these sheets and then provide this information to those people at your company whose responsibility it is to implement the "Workplace Hazardous Materials Information System". Also make this information available to any employee who requests it.

Section 1: CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Type	Plastic Film
Manufacturer	Polytarp Products 350 Wildcat Road Toronto, ON M3J 2N5
Emergency Telephone Number	416-661-1750
Supplier	Same as manufacturer
Prepared By	Bill Branje, 416-661-1750 ext. 246
Date of MSDS Preparation	May 30, 2007

Section 2: COMPOSITION / INFORMATION ON INGREDIENTS

Composition	Material	%	CAS #	Exposure Limit
	Polyethylene	99-100%	25087-34-7	None Established
	Source: Both the OSHA PEL and ACGIH TLV			

Section 3: HAZARDS IDENTIFICATION

Principal Hazards	These products are inert, non-hazardous, solid articles Exposure to vapours and fumes from heating the product to decomposition may cause eye, mucous membrane and respiratory irritation. Plastic film may create a suffocation hazard when placed over the nose and mouth.
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Section 4: FIRST AID MEASURES

Ingestion	No adverse effects are expected, however if product is swallowed contact a physician or poison control centre.
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Polytarp Plastic Film

Section 4: FIRST AID MEASURES (Continued)

Skin Contact	No adverse effects are expected. If contact is made with molten plastic, flush immediately with large quantities of cold water. Do not attempt to remove material that adheres to the skin.
Inhalation	No adverse effects are expected. If vapours and fumes develop due to heating and irritation develops, remove to fresh air. If irritation persists, seek medical attention.
Eye contact	No adverse effects are expected. If vapours and fumes develop due to heating and irritation develops, remove to fresh air. If irritation persists, seek medical attention.

Section 5: FIRE FIGHTING MEASURES

Condition of Flammability	Surrounding fire.
Means of Extinction	Carbon dioxide, dry chemical, foam, fog or water spray
Flash Point	Not applicable
Upper flammable limit	Not applicable
Lower flammable limit	Not applicable
Auto-ignition Temperature	350C
Hazardous Combustion Products	When heated to decomposition, carbon monoxide, carbon dioxide, olefinic and paraffinic hydrocarbons, aldehydes and alcohols
Explosion Data	Not applicable

Section 6: ACCIDENTAL RELEASE MEASURES

Spill	Spilled film may cause a slip hazard. Clean up immediately and dispose or use.
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Section 7: HANDLING AND STORAGE

Handling Procedures	Use proper lifting procedures and devices while handling
Storage Procedures	Store in a cool dry place, away from excessive heat.

Section 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls None needed for normal conditions

Personal Protective Equipment None needed for normal conditions

Section 9: PHYSICAL AND CHEMICAL PROPERTIES

Physical State Solid

Odour and Appearance Odourless, translucent plastic

Odour Threshold Not applicable

Specific Gravity 0.92

Vapour Pressure Not applicable

Vapour Density Not Applicable

Evaporation Rate Not Applicable

Boiling Point Not applicable

Freezing Point Not Applicable

pH Not applicable

Coefficient of water/oil Distribution Not applicable

Section 10: STABILITY AND REACTIVITY

Stability Stable

Incompatibility Strong oxidizers, acids and bases

Reactivity Will not occur

Hazardous Decomposition Products When heated to decomposition, carbon monoxide, carbon dioxide, olefinic and parrafinic hydrocarbons, aldehydes and alcohols

Section 11: TOXICOLOGICAL INFORMATION
--

Irritancy	No adverse effects expected from normal contact
Sensitization	Not expected to cause skin or respiratory sensitization.
Carcinogenicity	No evidence of carcinogenicity from available information.
Reproductive Toxicity	No evidence of reproductive toxicity from available information.
Teratogenicity	No evidence of teratogenicity from available information.
Mutagenicity	No evidence of mutagenicity from available information.
Toxicological Synergistic Products	No known synergistic products

Section 12: ECOLOGICAL INFORMATION

Toxicity to Fauna	No evidence of toxicity from available information
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Section 13: DISPOSAL CONSIDERATIONS
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Waste Disposal	Dispose in accordance with federal, provincial and local regulations as regular trash, or recycle where facilities exist.
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Section 14: TRANSPORTATION INFORMATION

PIN Number	Not applicable
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Section 15: REGULATORY INFORMATION

Regulation	These products are considered manufactured items under CEPA and are not subject to its requirements. However, all of the components of this product are listed on the Canadian Domestic Substances List (DSL).
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Section 16: OTHER INFORMATION

NFPA Code

Health: 0

Fire: 1

Reactivity: 0

Information

The information contained herein is based on the data available to us and is believed to be correct. However we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of the product described herein.

September 14, 2009

To Whom It May Concern:

Declaration on Substances Hazardous for Health (RoHS)

To the best of our knowledge, the following WhiteOptics products are ROHS compliant:

WhiteOptics Products:

F23 ("White97"), **F33** ("White98"),
F23A ("adhesive backed"),
M13 ("WhiteOptics Metal")

These products do not contain Cadmium or Cadmium compounds, Lead, Mercury or hexavalent Chromium, Polybrominated biphenyls (PBB) and Polybrominated Diphenylethers (PBDE), according to Directive 2002/95/EC ("RoHS Restrictions of hazardous substances in waste from electrical and electronic equipment") also 2000/53/EC ("End of life vehicles").

Thank you for your interest and continued business.

Sincerely,

Eric Teather
President, WhiteOptics LLC

Above information is based on our current level of knowledge from all our vendors which covers commercial and experimental formulations. Some products are proprietary and manufacturers may not reveal all ingredients. WhiteOptics makes no warranties, expressed or implied and assumes no liability in connection with this information.

OPERATIONS PLAN

Danish Gardens LLC

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TABLE OF CONTENTS

- 1) Security Protocols
- 2) Traceability Protocols
- 3) Employee Policy Handbook
- 4) Transportation of Product
- 5) Production Operations Plan
- 6) Testing & Sample Protocols
- 7) Processing Operations Plan
- 8) Packaging & Labeling Protocols
- 9) Waste Management Protocols
- 10) Security & Safety Training Manual
- 11) OSHA & HAZMAT Manual
- 12) Building, Security & Site Plans

1) Security Protocols

Danish Gardens LLC

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Security System Summary: *(DocuSign Submission)*

The building will have Lorex ECO4 Stratus IP enabled security system with a modem and cameras that will exceed the pixel with low-light requirements of the MCB. Two 4-terabyte DVD storage devices will be in a locked secure box on-site, storing 24/7 images for 45 days, which will also be under direct video surveillance. All doors will have cameras inside and out, as will any area with usable marijuana, including quarantine, waste, and processing spaces. All staff and visitors will display ID, signs will be posted notifying people they are under video surveillance, and a security alarm will monitor all perimeter entry points with electronic touch pads. The main entrance will have a time/date/employee stamping keypad.

(See full Operation Plan attached for details)

Security Measures

- ❑ ID badges will be issued for all employees and visitors. *(All visitors must be escorted)*
- ❑ All staff will undergo background checks and drug testing prior to employment.
- ❑ All staff will undergo employee security protocol training and testing.
- ❑ The facility will have a hard-wired fire alarm monitored by fire officials.
- ❑ Staff will have panic buttons at their disposal in case of an intruder.

Security Points

- ❑ Signs in and outside the building announcing alarms and video surveillance.
- ❑ Backup safety lighting strategically placed in and outside building and key points.
- ❑ One main access door with key-code entry system with time - employee stamp.
- ❑ Security alarm monitoring all perimeter entry points with electronic touch pads.

Video Surveillance

- ❑ All doors and windows will have cameras facing both inside and outside.
- ❑ All areas that contain any cannabis product will have 100% video coverage.
- ❑ All quarantine, storage, processing, and waste will be under video surveillance.
- ❑ All cameras have minimum 640x470 resolution and see in darkness at least 20 ft.
- ❑ Two 4 Terabyte DVD storage device in a locked secure box on-site. *(under video)*

- ❑ Video storages units will save at least 45 continuous days of 24/7 images.
- ❑ All recorded images will clearly and accurately display the time and date.
- ❑ Images will clearly identify any individual on the licensed premises.
- ❑ The recording system will be internet protocol (IP) compatible.

Security Protocol:

- A. Exterior doors will be locked at all times.
- B. Exterior windows will be boarded or barred.
- C. Employees will visibly possess and display ID badges at all times.
- D. Visitors must confirm their identity prior to arrival by emailing a copy of their ID
- E. Visitors must show state ID and consent to a search of bags prior to entry.
- F. Visitors may be subject to additional background checks prior to entry.
- G. Employees will have written approval from a manager to allow any visitor inside.
- H. Visitors will be escorted by an employee at all time while inside the facility.
- I. Employees and visitors are forbidden from taking pictures of the operation, inside or out without written permission from management.
- J. Employees are forbidden from disclosing the nature of our business to non-employees without written permission from management.
- K. Employees are required to first call the police (911) and report any crime or threat in progress.
- L. Employees are required to immediately notify management of any security or safety problems witnessed.
- M. In the event of suspected criminal activity, backup video data will be given to the police immediately.
- N. All employees will be trained on finding the safest place of refuge, the nearest exit, and/or leave the area in the event of an emergency or robbery.

SECURITY TRAINING: All employees will be required to signify they have read the AS17 security rules. They will be given a tour of the facility to visually identify and demonstrate all security systems. Finally, they will be asked to demonstrate they understand all security procedures and pass a written test with 100% accuracy required.

(Security Map On Building Plan)

2) Traceability Protocols

Danish Gardens LLC

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Traceability Summary: *(DocuSign Submission)*

The company will use BioTrackTHC software, bar code scanners and state certified food-grade scales (Class 2 scale for Production and Class 3 for processing) to track cannabis from production through retail delivery. Attached labels with bar codes will identify each lot or batch, and all events such as harvest, quarantine, or transport will be recorded. Lots or batches in quarantine areas will remain untouched for at least 24 hours and those to be destroyed for at least 72 hours. All plants brought in during the grace period will be immediately recorded, as will all samples sent to retailers and returns. Two grams of flower, a half gram of extract oil, and 2 units of edible or infused liquid samples may be offered to retailers, with a limit of 4 grams of flowers, one gram of oil, six ounces of edibles, or 24 oz. of liquid per retailer per month. Samples of flower (3.5 g max.) in mesh covered jars for customers to smell can be provided to retailers at no charge, but must be returned to the processor to be destroyed as waste.

(See full Operation Plan attached for details)

Equipment & Software Required:

- ☐ BioTrackTHC software
- ☐ Bar code hand-scanner
- ☐ Digital food-grade Class 2 scale accurate to 1/10th of a gram (Production)
- ☐ Digital food-grade Class 3 scale accurate to 1/100th of a gram (Processing)
- ☐ R-232 connection from scales to computer
- ☐ Laser-jet printer and labels

This *Production & Processing Traceability Operations Plan* is designed to prevent diversion of any Marijuana products and to promote public safety. Danish Gardens LLC will purchase the BioTrackTHC Traceability software, related hardware and peripherals, to provide the required information to the Alaska State Marijuana control board.

All marijuana seedlings, clones, plants, lots of usable marijuana or trim, leaves, and other plant matter, batches of extracts and marijuana infused products will be traceable from production through processing, and finally into the retail environment by means of a bar coded tag and label in compliance with AS17 rules. The label will clearly identify which lot was used as base material to create each batch of flower, extract or infused product.

The following information will be kept completely up to date by Danish Gardens LLC in the

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BioTrackTHC software system.

(a) Key notification of "events," such as when a plant enters the system (moved from the seedling or clone area to the vegetation production area at a young age).

(b) When plants are to be partially or fully harvested or destroyed.

(c) When a lot or batch of marijuana infused product is to be destroyed.

(d) When usable marijuana or marijuana infused products are transported.

(e) Any theft of marijuana seedlings, clones, plants, trim or other plant material, extract, infused product, or other item containing marijuana.

(f) There is a Wait seventy two hour mandatory waiting period after the MCB is notified and notification described in this subsection is given before any plant may be destroyed or a lot or batch of marijuana or marijuana infused product may be destroyed.

(g) There is a twenty four hour mandatory waiting period after the notification described in this subsection to allow for inspection before a lot of marijuana is transported from a producer to a processor.

(h) There is a Wait twenty four hours mandatory waiting period after the MCB is notified notification described in this subsection to allow for inspection and before any useable marijuana, or marijuana infused products are transported from a processor to a retailer.

(i) Prior to reaching eight inches in height or width, each marijuana plant will be tagged and tracked individually, which typically should happened when a plant is moved from the seed germination or clone area to the vegetation production area.

(j) A complete inventory of all marijuana seedlings, clones, all plants, lots of usable marijuana or trim, leaves, and other plant matter, batches of extract and marijuana infused products.

(k) Marijuana excise tax records.

(l) All samples sent to an independent testing lab and the quality assurance test results.

(m) All free samples provided to another licensee for purposes of negotiating a sale.

(n) All samples used for testing for quality by the producer or processor.

(o) Samples containing usable marijuana provided to retailers.

(p) Samples provided to the board or their designee for quality assurance compliance checks.

(q) Any other information specified by the board.

Within fifteen days of Danish Gardens LLC starting production operations all non-flowering

marijuana plants will be physically on the licensed premises. Danish Gardens LLC will immediately record each marijuana plant that enters the facility in the BioTrackTHC traceability system during this fifteen day time frame.

Samples:

From time to time Danish Gardens LLC may provide free samples of usable marijuana to producers, processors, and or retailers. Samples will be limited to two grams and Danish Gardens will not provide any one licensed processor more than four grams of usable marijuana per month free of charge for the purpose of negotiating a sale. Danish Gardens LLC will record the amount of each sample and the licensee processor receiving it in the BioTrackTHC traceability system.

Samples are limited to two grams and Danish Gardens LLC will not provide any one licensed retailer more than four grams of usable marijuana per month free of charge for the purpose of negotiating a sale. Danish Gardens LLC will record the amount of each sample and the retailer receiving the sample in the traceability system.

Danish Gardens samples will be limited to two units and will not provide any one licensed retailer more than six ounces of marijuana infused in solid form per month free of charge for the purpose of negotiating a sale. Danish Gardens LLC will record the amount of each sample and the retailer receiving the sample in the traceability system.

Danish Gardens LLC will limit samples to two units and a processor may not provide any one licensed retailer more than twenty four ounces of marijuana infused liquid per month free of charge for the purpose of negotiating a sale. Danish Gardens will record the amount of each sample and the retailer receiving the sample in the traceability system.

Samples are limited to one-half gram and a processor may not provide any one licensed retailer more than one gram of marijuana infused extract meant for inhalation per month free of charge for the purpose of negotiating a sale. Danish Gardens LLC will record the amount of each sample and the retailer receiving the sample in the traceability system.

Danish Gardens LLC producers may sample one gram of useable marijuana per strain, per month for quality sampling. Sampling for quality may not take place on the Company premises. Only Danish Gardens LLC producer or employees may sample the useable marijuana for quality. Danish Gardens LLC will record the amount of each sample and the employee(s) conducting the sampling in the traceability system.

Danish Gardens LLC processors may sample one unit, per batch of a new edible marijuana infused product to be offered for sale on the market. Sampling for quality may not take place at a licensed premises. Only the Danish Gardens LLC processor or employees may sample the edible marijuana infused product. Danish Gardens LLC will record the amount of each sample and the employee(s) conducting the sampling in the traceability system.

Danish Gardens processors may sample up to one quarter gram, per batch of a new marijuana infused extract for inhalation to be offered for sale on the market. Sampling for quality may not take place on the premises. Only Danish Gardens LLC processor or employee(s) of the ABC may sample the marijuana infused extract for inhalation. Danish

Gardens LLC must record the amount of each sample and the employee(s) conducting the sampling in the traceability system.

Prior to Danish Gardens LLC transporting any marijuana or marijuana product, a producer, processor or retailer will notify the board of the type and amount and weight of marijuana and marijuana products being transported, the name of transporter, times of departure and expected delivery. Danish Gardens will report this information in the traceability system described in AS17.38

Upon Danish Gardens LLC receiving any shipment, the employees will report the amount and weight of marijuana and marijuana products received in the traceability system. Danish Gardens LLC Marijuana will have at two scales on the licensed premises for the traceability and inventory of products: a Class 2 scale for Production and Class 3 for processing.

Danish Gardens producer or processor will provide the board a minimum of seventy-two hours notice in the traceability system described in AS17.38 prior to rendering the product unusable and disposing of it.

Danish Gardens LLC processor may provide a retailer free samples of usable marijuana packaged in a sample jar protected by a plastic or metal mesh screen to allow customers to smell the product before purchase. The sample jar will may not contain more than three and one-half grams of usable marijuana. The sample jar and the usable marijuana within may not be sold to a customer and must be either returned to Danish Gardens LLC in the sample jar or destroyed in the manner described in AS17.34 and noted in the traceability system.

4) Transportation Plan

Danish Gardens LLC

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Equipment & Software Required:

- ☐ Scales and tracking software (*already in production and processing facilities*)
- ☐ Truck for transporting product with metal lock-box bolted to rear compartment
- ☐ Front and rear facing video cameras fixed to the vehicle
- ☐ Communication and verification system for each delivery

Danish Gardens LLC grown marijuana or marijuana-infused products that are intended to be removed or transported from marijuana producer to marijuana processor and/or marijuana processor to marijuana retailer shall be staged in an area known as the "quarantine" location for a minimum of twenty-four hours. Transport manifest with product information and weights must be affixed to the product. At no time during the quarantine period will the product be handled or moved under any circumstances and is subject to auditing by the liquor control board or designees.

Danish Gardens LLC will enter all required information into the traceability system prior to transporting any marijuana or marijuana infused products. To prevent diversion and to promote public safety, Danish Gardens LLC will track marijuana from seed to sale. and provide the required information in BioTrack. All costs related to the reporting requirements are borne by Danish Gardens LLC. Marijuana seedlings, clones, plants, lots of usable marijuana or trim, leaves, and other plant matter, batches of extracts and marijuana infused products will be traceable from production through processing, and finally into the retail environment including being able to identify which lot was used as base material to create each batch of extracts or infused products. The following information will be kept completely up to date in a system specified by the board:

Danish Gardens LLC will report the following transportation information:

(1) **Notification of shipment.** Prior to transporting any marijuana or marijuana product, Danish Gardens LLC will notify the board of the type and amount and/or weight of marijuana and/or marijuana products being transported, the name of transporter, times of departure and expected delivery. This information will be reported in the traceability system .

(2) **Receipt of shipment.** Upon receiving the shipment, the licensee receiving the product shall report the amount and/or weight of marijuana and/or marijuana products received in the traceability system.

(3) **Transportation manifest.** A complete transport manifest containing all information required by the board will be kept with the product at all times.

(4) **Records of transportation.** Records of all transportation will be kept for a minimum of three years by Danish Gardens LLC at the licensee's location.

(5) **Transportation of product.** Marijuana or marijuana products that are being transported will meet the following conditions:

(a) Only Danish Gardens LLC or an employee of Danish Gardens LLC may transport product;

(b) Marijuana or marijuana products will be in a sealed package or container approved by the board.

(c) Sealed packages or containers will not be opened during transport;

(d) Marijuana or marijuana products will be in a locked, safe and secure storage compartment that is secured to the inside body/compartment of the vehicle transporting the marijuana or marijuana products;

(e) The vehicle transporting marijuana or marijuana products will travel directly from the Danish Gardens LLC facility to the receiving licensee and will not make any unnecessary stops other than facilities receiving product.

Records of each batch of extracts or infused marijuana products made, including at a minimum, the lots of usable marijuana or trim, leaves, and other plant matter used (including the total weight of the base product used), any solvents or other compounds utilized, and the product type and the total weight of the end product produced, such as hash oil, shatter, tincture, infused dairy butter, etc.;

5) Production Operations Plan

Danish Gardens LLC

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Growing Media:

All growing strains will be grown in a hydroponic media using a deep water culture method and Harvest will be on a two week cycle, with approximately 64 plants yielding 16-18 ounces of dried flower and a similar amount of trim each. More than half of the total grow area will be devoted to hydroponic growing initially. Faster growing or specialized strains will be grown in dirt media.

Size of Grow:

The space needed for production to reach the first year canopy goal is **4480 sq.ft.** Flowering plants will average 1.75-2 per light set depending on strain. Another 1,000 sq.ft. will be used for plant, storage, drying, and staff areas. One veg room at 600 sq.ft. housing 160 veg plants under 12@ 1000 watt HPS & MH. About 1150 lbs. of flower and an equal amount of trim will be produced in the first 12 months (*See Building Plan*)

Plant Production Space:

The grow operation will be divided into two @ flowering 32' x 70' rooms, each having 2240 sq.ft. of total space. The two flowering rooms, each with (64) 1000-watt HPS light sets on alternating 12 hour light cycles, one room will be for starts and vegetative growth in 18-on 6 off light cycle. **600 sq.ft.** See *Building Plan*)

- ❖ **Total Production Space:** **6080 sq.ft**
- ❖ **Total Canopy Area:** **4480**sq.ft. *
- ❖ **Clone, Mother Space:** **400*** sq.ft. *
- ❖ **Vegetative Grow Room:** **600*** sq.ft. *
- ❖ **Flowering Grow Room:** **1,833** sq.ft.
- ❖ **Storage & Emp. Area:** **1,000**sq.ft.
- ❖ **Storing/*Quarantine:** **400**sq.ft.

*468 sq.ft floor hold 642 sq.ft. total canopy with double deck 23' long edges 4' wide and 8 feet high

Space for Other Business:

In addition to the above mentioned area, and 1200 sq.ft of processing space within the same building, a 200 sq.ft. area in the shared with storage facilities will serve as employee room and office, in addition to an ADA compliant bathroom.

Activity & Description of Equipment:

- 1000w High Pressure Sodium (HPS) lights for growing plants in flowering stages.
- Low wattage (T-5 or similar) lights for the vegetative and propagation stages.
- Ballasts to control the arc of energy and harmonic balance in HID bulbs.
- Light hoods reflectors to direct and focus the light distribution from HID bulbs.
- Trellises for supporting plants and decreasing stress large flowers put on stems.
- 13 gallon UCDB32 to house hydro-media plants .
- Pumps and hoses to distribute water and nutrients to dirt and hydro media plants
- Fans to circulate air in the grow room and for exhaust to regulate the temperature
- CO2 tanks to add CO2 in flowering room air to increase growth.
- Hand and automated drum trimmers for taking fan and sugar leaves off flowers.
- Bud-sorting table for trimming, sorting, preparing of flowers. for processing
- Scales for weighing product throughout the production and processing stages.
- Computers and bar code scanners for tracking all product from seed to sale.
- Printers for creating labels that comply with the AS34.17 traceability requirements.
- Eye flush, wash, first aid, fire extinguishers, and safety equipment as needed.

List of Soil Amendments & Fertilizers:

PLANT GROWTH SYSTEM SUMMARY (See attached MSDS for each item listed)

Propagation - Stage 1:

Clones are cut from stage 1 and stage 2 stock. Cutting stage ends when clones survive transfer to growing medium. Seeds will be germinated, sexed, and transferred to media. Density will be one plant per 4 sq. inches. Clonex brand root-growth compound will be used at this stage.

Vegetative - Stage 2:

Viable seedlings will go into a 18/6 hour light cycles using T-5 (or similar) bulbs and kept in a vegetative growth phase over 15-21 days, depending in the strain. Density will be between 32-64 plants per bulb set within a 4'x6' area. Blu Moon "Grow" Fertilizer will be used at this stage.

Flowering - Stage 3:

Plants are placed at the density of 1.75-2 plants per 1000 watt HPS bulb set. The flowering stage lasts 60 days. Total plants 256. Blu Moon "Bloom" Fertilizer and will be used at this stage, as well as an necessary pesticides like Sulphur, Neem Oil, Doktor Doom Mite Knockout, or Might Wash. Mighty Flush will be used to clean the plant of residual fertilizer pesticides prior to harvest. Hydrogen Peroxide and Bleach solutions will be used to clean rooms and plant rows in between harvests.

SEE DETAILED GROW PLAN & MSDS FOR ALL CHEMICALS ATTACHED

6) Testing & Sample Protocols

Danish Gardens LLC

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Equipment & Software Required:

- ❑ Scales and tracking software (*already in production and processing facilities*)
- ❑ 4mm vacuum sealed plastic package (*for lab samples*)
- ❑ Lab contract (*See current LOI with Analytical-360*)

The general body of required quality assurance tests for marijuana flowers, infused products, and extracts may include moisture content, potency analysis, foreign matter inspection, microbiological screening, pesticide and other chemical residue and metals screening, and residual solvents levels.

Danish Gardens LLC will send all samples to an independent, state approved testing lab, and report quality assurance test results as required. Currently we have a Letter of Intent for testing services from Analytical-360 or other state approved testing facilities as needed.

Danish Gardens LLC may provide free samples to another licensee for purposes of negotiating a sale, and to test for quality by both the producer or processor. Samples containing usable marijuana may also be provided to retailers, and to the board or their designee for quality assurance compliance checks.

As a marijuana licensee, Danish Gardens LLC will be responsible to keep records that clearly reflect all transactions, including any samples. The following records must be kept and maintained on the licensed premises for a three year period and will be made available for inspection if requested by an employee of the liquor control board.

As a marijuana processor, Danish Gardens may blend tested useable marijuana from multiple lots into a single package for sale to a marijuana retail licensee providing the label requirements for each lot used in the blend are met and the percentage by weight of each lot is also included on the label.

Danish Gardens retail location will comply with all state regulations as to but not limited to sale tracibility, safety protical, employee training, handling, sales and taxation records, Quarantine as well as all other MCB requirements as posted and or included.

Product Tests & Sample Sizes Required:

FLOWERS to be sold as usable marijuana (see note below)

1. Moisture content
2. Potency analysis
3. Foreign matter inspection
4. Microbiological screening

Amount needed: Up to 7 grams

FLOWERS FOR EXTRACT (nonsolvent) like kief, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources

None

EXTRACT (nonsolvent) like kief, hashish, bubble hash or infused dairy butter, or oils or fats derived from natural sources

1. Potency analysis
2. Foreign matter inspection 3. Microbiological screening

Amount needed: Up to 7 grams

FLOWERS FOR EXTRACT (solvent based) - Butane, CO₂ or food grade ethanol or glycerin, or other approved solvents

1. Foreign matter inspection 2. Microbiological screening

Amount needed: Up to 7 grams

EXTRACT (solvent based) made using n-butane, CO₂ isobutane, propane, heptane, or other solvents or gases approved by the board of at least 99% purity

1. Potency analysis
2. Residual solvent test
3. Microbiological screening
(only if using flowers and other plant material that failed initial test)

Amount needed: Up to 2 grams

EXTRACT made with a CO₂ extractor like hash oil

1. Potency analysis
2. Microbiological screening (only if using flowers and other plant material that failed initial test)

Amount needed: Up to 2 grams

EXTRACT made with food grade ethanol

1. Potency analysis
2. Microbiological screening (only if using flowers and other plant material that failed initial test)

Amount needed: Up to 2 grams

EXTRACT made with food grade glycerin or propylene glycol

1. Potency analysis

Amount needed: Up to 1 gram

INFUSED edible

1. Potency analysis
2. Microbiological screening

Amount needed: 1 unit

INFUSED liquid like a soda or tonic

1. Potency analysis
2. Microbiological screening

Amount needed: 1 unit

INFUSED topical

1. Potency analysis - 1 unit

Independent testing labs may request additional sample material in excess of amounts listed in the table in subsection (7) of this section for the purposes of completing required quality assurance tests. Labs meeting the board's accreditation requirements may retrieve samples from a marijuana licensee's licensed premises and transport the samples directly to the lab.

At the discretion of the board, a producer or processor must provide an employee of the board or their designee samples in the amount listed in subsection (7) of this section for random compliance checks. Samples may be screened for pesticides and chemical residues, unsafe levels of metals, and used for other quality assurance tests deemed necessary by the board. All costs of this testing will be borne by the producer or processor.

No lot of usable flower or batch of marijuana-infused product may be sold or transported until the completion of all required quality assurance testing.

Any useable marijuana or marijuana-infused product that passed the required quality assurance tests may be labeled as "Class A." Only "Class A" useable marijuana or marijuana infused product will be allowed to be sold.

If a lot of marijuana flowers fail a quality assurance test, any marijuana plant trim, leaf and other usable material from the same plants automatically fails quality assurance testing

also. Upon approval of the board, a lot that fails a quality assurance test may be used to make a CO₂ or solvent based extract. After processing, the CO₂ or solvent based extract must still pass all required quality assurance tests.

Parts per million for one gram of finished extract cannot exceed 500 parts per million or residual solvent or gas when quality assurance tested. No lot of usable flower or batch of marijuana-infused product may be sold or transported until the completion of all required quality assurance testing.

Upon the request of a retail customer, a retailer must disclose the name of the accredited third-party testing lab and results of the required quality assurance test for any usable marijuana or other marijuana product the customer is considering purchasing. The accredited third party testing lab and required results of the quality assurance test must be included with each lot and disclosed to the customer buying the lot.

Danish Gardens LLC will make quality assurance test results available to any processor purchasing product. Danish Gardens LLC will label each lot of marijuana with the following information:

- (a) Lot or batch number
- (b) UBI number and name of the producer
- (c) UBI number and name of the processor
- (d) Net weight of the product
- (e) Infused product serving size and ratio
- (f) Required warning notices
- (g) Any additional information required from time to time by the LCB or ruling agency

7) Processing Operations Plan

Danish Gardens LLC

**Insert
Your
Logo
Here**

Flower Products Process:

1. Cannabis flowers in 2-4 different strains (*Class A Bud Only*)
 - a. Plants will be classified by strain and overall quality
 - b. Class A flowers will be sorted by flower size
 - c. Flowers will go into 1/8, 1/4, 1/2, and full ounce packages
 - d. Packages will be vacuum and heat sealed 4 mil plastic
 - e. Small buds will be put in “pre-rolled” cigarettes in packs of 5 in bottle-type lock-top medicinal containers or 4 mil sealed bags
 - f. Packages will be boxed based on retail orders and shipped
 - g. Trim, kief, and low quality bud will be processed into the following products initially:
 1. Infused oil refill cartridges for inhalation
 2. Infused butter
 3. Infused chocolate

Oil Extraction Process:

2. Oil may be extracted from flowers and trim
 - a. Plant tissue will be ground to a coarse consistency
 - b. Plant tissue will be placed in a certified steel or glass vessel
 - c. An approved solvent (*Butane, Alcohol, water, etc.*) will be pushed through the vessel (Pending Fire Marshall approval)
 - d. Cannabis oils will be extracted from the tissue
 - e. Extracts may be additionally refined using a glacial distillation process (cold water) or tincture (steam) process
 - f. The solvent will be recovered and purged from the oil
 - g. The oil may be filtered to remove unwanted contaminants
 - h. The final product is then prepared for infusion and packaging

Oil Infusion Process:

3. Extracted oil will be infused with ethyl-glycerin or other approved

substance and packaged for sale

- a. Oil will be spared or dilused with ethyl-glycerin
- b. Ratios of infusion will rages between 1% and 75%
- c. Processed product will be injected into refill cartridges
- d. Refill cartridges will range in size from 0.5ml to 1.0ml
- e. Up to 5 cartridges will be placed in one child proof package
- f. Cartridges may include batteries or disposable “vape” pens
- g. Packages will be boxed based on retail orders and shipped

Butter Infusion Process:

4. Extracted oil will be infused with Coconut oil and packaged for sale
 - a. Coconut oils/butterwill be heated to 110 (F) degrees
 - b. Cannabis will be placed in a strained tube
 - c. The plant tissue will be saturated in the warmed Coconut oil/ butter
 - d. Plant matter will be pressed to collect infused coconut oil/ butter
 - e. Coconut oil/Butter will be filtered to remove large particles of plant matter

Chocolate Infusion Process:

5. Extracted oil will be infused with ethyl-glycerin or other approved substance and packaged for sale.
 - a. Chocolates will be packed in foil wrappers and put in resealable childproof cylindrical containers

(See attached recipe for inderenta, ratios and process)

8) Packaging & Labeling Protocols

Danish Gardens LLC

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Equipment & Software Required:

- ☐ *BioTrackTHC software & bar-scanner*
- ☐ *Childproof packaging (4mm plastic, heat sealer, lock-top bottles, etc)*
- ☐ *Digital scale accurate to 1/100th of a gram (Class III)*
- ☐ *R-232 connection from scale to computer*
- ☐ *Boxes and packing tape*
- ☐ *Laser-jet printer and labels*
- ☐ *Bud sorting tables & chairs*
- ☐ *Hand trimmers*
- ☐ *Bud trimming machine*
- ☐ *Closed-loop extractor system(s)*
- ☐ *Refrigerator*
- ☐ *Humidor*
- ☐ *Safe*

Danish Gardens LLC will blend tested usable marijuana from multiple lots into a single package for sale to a marijuana retail licensee providing the label requirements for each lot used in the blend are met and the percentage by weight of each lot is also included on the label.

Danish Gardens LLC will also adhere to the following rules pertaining to packaging and labeling. "Unit" means an individually packaged marijuana infused solid or liquid product meant to be eaten or swallowed, not to exceed ten servings or one hundred milligrams of active tetrahydrocannabinol (THC), or Delta 9.

Danish Gardens LLC marijuana or marijuana products that are being transported will be in a sealed package or container approved by the board, which will be both tamper resistant, and childproof. Sealed packages or containers will not be opened during transport.

Any usable marijuana or marijuana infused product that passed the required quality assurance tests will be labeled as "Class A." and only "Class A" usable marijuana or marijuana-infused product will be sold.

Packaging & Labeling Requirements:

Danish Gardens LLC will comply with the following rules pertaining to packaging and labeling of marijuana products:

1) Danish Gardens LLC containers or packaging containing usable marijuana or marijuana products will protect the product from contamination and will not impart any toxic or deleterious substance to the usable marijuana or marijuana product.

2) Usable marijuana and marijuana products will not be labeled as organic unless permitted by the United States Department of Agriculture in accordance with the Organic Foods Production Act.

3) Danish Gardens LLC will include the accredited third party testing lab and required results of the quality assurance test shall be included with each lot and disclosed to the customer buying the lot.

4) Danish Gardens LLC marijuana producer will make quality assurance test results available to any processor purchasing product. Danish Gardens marijuana producer will label each lot of marijuana with the following information:

(a) Lot number; (b) UBI number of the producer; and (c) weight of the product.

5) Marijuana infused products meant to be eaten, swallowed, or inhaled, will be packaged in child resistant packaging. Marijuana infused product in solid or liquid form may be packaged in plastic four mil or greater in thickness and be heat sealed with no easy open tab, dimple, corner, or flap as to make it difficult for a child to open and as a tamper proof measure. Marijuana infused product in liquid form may also be sealed using a metal crown cork style bottle cap.

6) Danish Gardens LLC processor may provide a retailer free samples of usable marijuana packaged in a sample jar protected by a plastic or metal mesh screen to allow customers to smell the product before purchase. The sample jar will not contain more than three and one-half grams of usable marijuana. The sample jar and the usable marijuana within will not be sold to a customer and will be either returned to the licensed processor who provide the usable marijuana and sample jar or destroyed by the retailer after use and noted in the traceability system.

7) Danish Gardens LLC labels will comply with the version of NIST Handbook 130.

8) Danish Gardens LLC will include the following warnings on all usable marijuana when sold at retail.

(a) "Warning: This product has intoxicating effects and may be habit forming. Smoking is hazardous to your health".

(b) "There may be health risks associated with consumption of this product".

(c) "Should not be used by women that are pregnant or breast feeding".

(d) "For use only by adults twenty-one and older. Keep out of reach of children".

(e) "Marijuana can impair concentration, coordination, and judgment. Do not operate a vehicle or machinery under the influence of this drug".

(f) Statement that discloses all pesticides applied to the marijuana plants and growing medium during production and processing.

8) Danish Gardens LLC marijuana infused products sold at retail will include accompanying material that contains the following warnings that state:

(a) "There may be health risks associated with consumption of this product".

(b) "This product is infused with marijuana or active compounds of marijuana".

(c) "Should not be used by women that are pregnant or breast feeding".

(d) "For use only by adults twenty one and older. Keep out of reach of children".

(e) "Products containing marijuana can impair concentration, coordination, and judgment. Do not operate a vehicle or machinery under the influence of this drug".

(f) "Caution: When eaten or swallowed, the intoxicating effects of this drug may be delayed by two or more hours".

(g) Statement that discloses all pesticides applied to the marijuana plants and growing medium during production of the base marijuana used to create the extract added to the infused product.

(h) Statement that discloses the type of extraction method, including any solvents, gases, or other chemicals or compounds used to produce or that are added to the extract.

9) Danish Gardens LLC Labels affixed to the container or package containing usable marijuana sold at retail will include:

(a) The business or trade name and Alaska State unified business identifier number of the licensees that produced, processed, and sold the usable marijuana.

(b) Lot number.

(c) Concentration of THC, THCA, CBD, including a total of active cannabinoids .

(d) Net weight in ounces and grams or volume as appropriate.

(e) Warnings that state: "This product has intoxicating effects and may be habit forming".

(f) Statement that "This product may be unlawful outside of Alaska State",

(g) Date of harvest.

(h) The board may create a logo that must be placed on all usable marijuana and marijuana-infused products.

10) Danish Gardens LLC sample label mock up for a container or package containing usable marijuana sold at retail with required information. Labels affixed to the container or package containing marijuana infused products sold at retail must include:

NOTE: For a complete listing of labeled products see the folder marked LABELS

(a) Company trade name and Alaska state unified business identifier number of the licensees that produced, processed, and sold the usable marijuana.

(b) Lot numbers of all base marijuana used to create the extract.

(c) Batch number.

(d) Date manufactured.



(e) Best by date.

(f) Recommended serving size and the number of servings contained within the unit, including total milligrams of active tetrahydrocannabinol (THC), or Delta 9.

(g) Net weight in ounces and grams, or volume as appropriate.

(h) List of all ingredients and any allergens.

(i) "Caution: When eaten or swallowed, the intoxicating effects of this drug may be delayed by two or more hours."

(j) If a marijuana extract was added to the product, disclosure of the type of extraction process and any solvent, gas, or other chemical used in the extraction process, or any other compound added to the extract.

(k) Warnings that state: "This product has intoxicating effects and may be habit forming".

(l) Statement that "This product may be unlawful outside of Alaska State".

(m) The board may create a logo that must be placed on all usable marijuana and marijuana-infused products.

ABC Sample label mock up (front and back) for a container or package containing marijuana infused products sold at retail with required information:

(Front of label)



(Back of label)



11) All Danish Gardens LLC marijuana advertising and labels of usable marijuana and marijuana infused products sold in the state of Alaska will not contain any statement, or illustration that:

(a) Is false or misleading.(b) Promotes over consumption.(c) Represents the use of marijuana has curative or therapeutic effects.(d) Depicts a child or other person under legal age to consume marijuana, or includes.(i) Objects, such as toys, characters, or cartoon characters suggesting the presence of a child, or any other depiction designed in any manner to be especially appealing to children or other persons under legal age to consume marijuana; or

(ii) Is designed in any manner that would be especially appealing to children or other persons under twenty-one years of age.

9) Waste Management Protocols

Danish Gardens LLC

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Equipment & Software Required:

- ☐ Scales and tracking software (*already in production and processing facilities*)
- ☐ 35 gallon barrels for storage
- ☐ Truck for transporting waste and waste water

1) Light bulbs, packaging trash, and non-plant laboratory wastes from any marijuana processing or quality assurance testing can be disposed of at the landfill.

2) Discarded plant waste and marijuana extract that fails to meet quality testing will be mixed with 50% soil and sent to the landfill to be composted by XXXXXXXXXXXXXX

3) Water will be disposed of by means of fertigation with permission by XXXXXXXXXXXXXX within the surrounding tree farm on XXXXXXXXXXXXXX in accordance with Alaska State Dept. of Agriculture and XXXXXXXXXXXXXX county guidelines.

4) Waste solvents used in the marijuana process, laboratory wastes from any marijuana processing or quality assurance testing, marijuana extract that fails to meet quality testing or any other waste product containing cannabis will either be processed into oil extract or incinerated.

5) Marijuana plant, usable marijuana, trim, stems, samples, and all other tissues not considered dangerous waste as defined under AS17 will be treated with a solvent and disposed of at the XXXXXXXXXXXXXX

6) Danish Gardens LLC will provide the board a minimum of seventy two hours notice in the traceability system described in AS17- prior to rendering the product unusable and disposing of it. All waste will be stored in 35 gallon plastic containers with lids and labeled. The area storing waste will be under constant video surveillance and remain undisturbed while 72 hours after LCB notification.

All About OSHA[®]

Occupational Safety and Health Administration
U.S. Department of Labor
www.osha.gov



This booklet provides a general overview of basic topics related to OSHA and how it operates. Information provided does not determine compliance responsibilities under OSHA standards or the *Occupational Safety and Health Act of 1970* (OSH Act).

Because interpretations and enforcement policy may change over time, you should consult the agency for the most up-to-date information. Much of it is available at the OSHA website at www.osha.gov. The website also includes locations and phone numbers for OSHA offices around the country. If you do not have access to the website, call 1-800-321-OSHA [6742]. This information is available to sensory-impaired individuals upon request. Voice phone: (202) 693-1999; teletypewriter (TTY) number: (877) 889-5627.

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Area Office

All About **OSHA**

U.S. Department of Labor

Occupational Safety and Health Administration

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A Message from Dr. David Michaels

In 1970, the United States Congress and President Richard Nixon created the Occupational Safety and Health Administration (OSHA), a national public health agency dedicated to the basic proposition that no worker should have to choose between their life and their job.

Passed with bipartisan support, the creation of OSHA was a historic moment of cooperative national reform. The OSHA law makes it clear that the right to a safe workplace is a basic human right.

Since OSHA's first day on the job, the agency has delivered remarkable progress for our nation. Workplace injuries, illnesses and deaths have fallen dramatically. Together with our state partners, OSHA has tackled deadly safety hazards and health risks. We have established common sense standards and enforced the law against those who put workers at risk. Our standards, enforcement actions, compliance assistance and cooperative programs have saved thousands of lives and prevented countless injuries and illnesses.

Looking to the future, OSHA is committed to protecting workers from toxic chemicals and deadly safety hazards at work, ensuring that vulnerable workers in high-risk jobs have access to critical information and education about job hazards, and providing employers with vigorous compliance assistance to promote best practices that can save lives.

Although our task is far from complete, our progress gives us hope and confidence that OSHA will continue to make a lasting difference in the lives of our nation's 130 million workers, their families and their communities.

David Michaels, PhD, MPH
Assistant Secretary of Labor for OSHA



OSHA's Mission

Congress created OSHA to assure safe and healthful conditions for working men and women by setting and enforcing standards and providing training, outreach, education and compliance assistance.

Under the OSHA law, employers are responsible for providing a safe and healthful workplace for their workers. For more information, visit OSHA's website at www.osha.gov.

Introduction

On December 29, 1970, President Nixon signed the *Occupational Safety and Health Act of 1970* (OSH Act) into law, establishing OSHA. Coupled with the efforts of employers, workers, safety and health professionals, unions and advocates, OSHA and its state partners have dramatically improved workplace safety, reducing work-related deaths and injuries by more than 65 percent.



Photo: James Majors

In 1970, an estimated 14,000 workers were killed on the job – about 38 every day. For 2010, the Bureau of Labor Statistics reports this number fell to about 4,500 or about 12 workers per day. At the same time, U.S. employment has almost



doubled to over 130 million workers at more than 7.2 million worksites. The rate of reported serious workplace injuries and illnesses has also dropped markedly, from 11 per 100 workers in 1972 to 3.5 per 100 workers in 2010.

OSHA's safety and health standards, including those for asbestos, fall protection, cotton dust, trenching, machine guarding, benzene, lead and bloodborne pathogens have prevented countless work-related injuries, illnesses and deaths. Nevertheless, far too many preventable injuries and fatalities continue to occur. Significant hazards and unsafe conditions still exist in U.S. workplaces; each year more than 3.3 million working men and women suffer a serious job-related injury or illness. Millions more are exposed to toxic chemicals that may cause illnesses years from now.

In addition to the direct impact on individual workers, the negative consequences for America's economy are substantial. Occupational injuries and illnesses cost American employers more than \$53 billion a year – over \$1 billion a week – in workers' compensation costs alone. Indirect costs to employers, including lost productivity, employee training and replacement costs, and time for investigations following injuries can more than double these costs. Workers and their families suffer great emotional and psychological costs, in addition to the loss of wages and the costs of caring for the injured, which further weakens the economy.

OSHA Coverage

The OSH Act covers most private sector employers and their workers, in addition to some public sector employers and workers in the 50 states and certain territories and jurisdictions



under federal authority. Those jurisdictions include the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, Northern Mariana Islands, Wake Island, Johnston Island, and the Outer Continental Shelf Lands as defined in the *Outer Continental Shelf Lands Act*.

Private Sector Workers

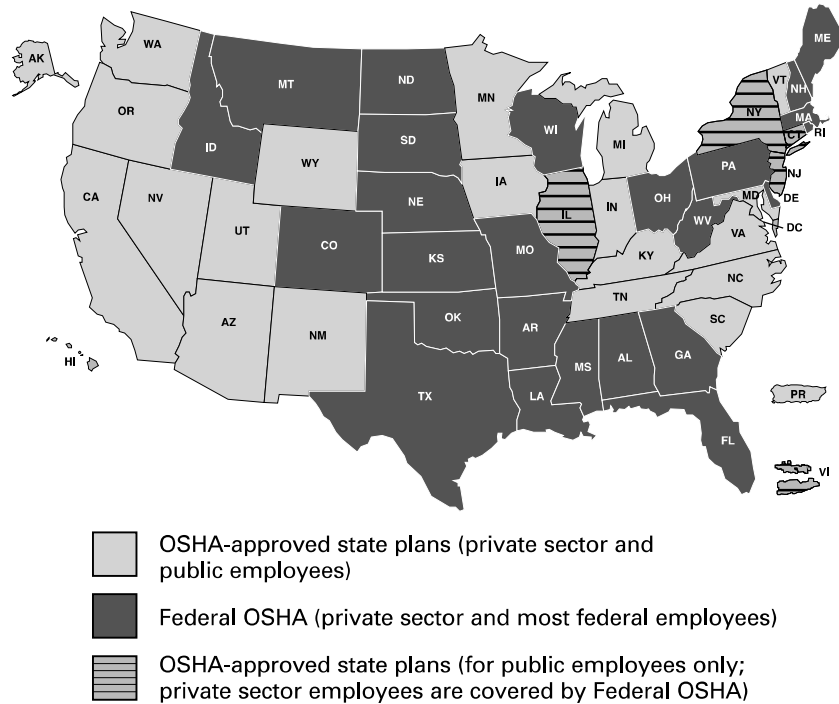
OSHA covers most private sector employers and workers in all 50 states, the District of Columbia, and other U.S., jurisdictions either directly through Federal OSHA or through an OSHA-approved state plan.

State plans are OSHA-approved job safety and health programs operated by individual states instead of Federal OSHA. The OSH Act encourages states to develop and operate their own job safety and health programs and precludes state enforcement of OSHA standards unless the state has an approved program. OSHA approves and monitors all state plans and provides as much as fifty percent of the funding for each program. State-run safety and health programs must be at least as effective as the Federal OSHA program. To find the contact information for the OSHA Federal or state plan office nearest you, call 1-800-321-OSHA [6742] or go to www.osha.gov.

The following 22 states or territories have OSHA-approved state programs:

- | | |
|------------------|------------------|
| • Alaska | • Arizona |
| • California | • Hawaii |
| • Indiana | • Iowa |
| • Kentucky | • Maryland |
| • Michigan | • Minnesota |
| • Nevada | • New Mexico |
| • North Carolina | • Oregon |
| • Puerto Rico | • South Carolina |
| • Tennessee | • Utah |

OSHA-Approved State Plans



- Vermont
- Washington
- Virginia
- Wyoming

Federal OSHA provides coverage to certain workers specifically excluded from a state's plan, for example, those in some states who work in maritime industries or on military bases.

Any interested person or group, including individual workers, with a complaint concerning the operation or administration of a state program may submit a complaint to the appropriate Federal OSHA regional administrator (regional offices are listed at the end of this guide). This is called a Complaint About State Program Administration (CASPA). The complainant's name will be kept confidential. The OSHA regional administrator will investigate all such complaints, and where complaints are found to be valid, may require appropriate corrective action on the part of the state.



State and Local Government Workers

Workers at state and local government agencies are not covered by Federal OSHA, but have OSH Act protections if they work in those states that have an OSHA-approved state program.

OSHA rules also permit states and territories to develop plans that cover only public sector (state and local government) workers. In these cases, private sector workers and employers remain under Federal OSHA jurisdiction. Four additional states and one U.S. territory have OSHA-approved state plans that cover public sector workers only:

- Connecticut
- Illinois
- New Jersey
- New York
- Virgin Islands

Federal Government Workers

OSHA's protection applies to all federal agencies. Section 19 of the OSH Act makes federal agency heads responsible for providing safe and healthful working conditions for their workers. Although OSHA does not fine federal agencies, it does monitor these agencies and conducts federal workplace inspections in response to workers' reports of hazards.

Federal agencies must have a safety and health program that meets the same standards as private employers. Under a 1998 amendment, the Act covers the U.S. Postal Service the same as any private sector employer.

Not Covered under the OSH Act

- The self-employed;
- Immediate family members of farm employers; and
- Workplace hazards regulated by another federal agency (for example, the Mine Safety and Health Administration, the Department of Energy, Federal Aviation Administration, or Coast Guard).



Rights and Responsibilities under OSHA Law

Employers have the responsibility to provide a safe workplace. **Employers MUST provide their workers with a workplace that does not have serious hazards and must follow all OSHA safety and health standards.** Employers must find and correct safety and health problems. OSHA further requires that employers must first try to eliminate or reduce hazards by making feasible changes in working conditions rather than relying on personal protective equipment such as masks, gloves, or earplugs. Switching to safer chemicals, enclosing processes to trap harmful fumes, or using ventilation systems to clean the air are examples of effective ways to eliminate or reduce risks.

Employers MUST also:

- Inform workers about chemical hazards through training, labels, alarms, color-coded systems, chemical information sheets and other methods.
- Provide safety training to workers in a language and vocabulary they can understand.
- Keep accurate records of work-related injuries and illnesses.
- Perform tests in the workplace, such as air sampling, required by some OSHA standards.
- Provide required personal protective equipment at no cost to workers.*
- Provide hearing exams or other medical tests required by OSHA standards.
- Post OSHA citations and injury and illness data where workers can see them.
- Notify OSHA within eight hours of a workplace fatality or when three or more workers are hospitalized (1-800-321-OSHA [6742]).
- Prominently display the official OSHA *Job Safety and Health – It's the Law* poster that describes rights and responsibilities under the OSH Act.



- Not retaliate or discriminate against workers for using their rights under the law, including their right to report a work-related injury or illness.

* Employers must pay for most types of required personal protective equipment.

Workers have the right to:

- Working conditions that do not pose a risk of serious harm.
- File a confidential complaint with OSHA to have their workplace inspected.
- Receive information and training about hazards, methods to prevent harm, and the OSHA standards that apply to their workplace. The training must be done in a language and vocabulary workers can understand.
- Receive copies of records of work-related injuries and illnesses that occur in their workplace.
- Receive copies of the results from tests and monitoring done to find and measure hazards in their workplace.
- Receive copies of their workplace medical records.
- Participate in an OSHA inspection and speak in private with the inspector.
- File a complaint with OSHA if they have been retaliated or discriminated against by their employer as the result of requesting an inspection or using any of their other rights under the OSH Act.
- File a complaint if punished or discriminated against for acting as a “whistleblower” under the 21 additional federal laws for which OSHA has jurisdiction.

OSHA Standards

OSHA's Construction, General Industry, Maritime and Agriculture standards protect workers from a wide range of serious hazards. Examples of OSHA standards include requirements for employers to:

- provide fall protection;
- prevent trenching cave-ins;
- prevent exposure to some infectious diseases;
- ensure the safety of workers who enter confined spaces;
- prevent exposure to harmful chemicals;
- put guards on dangerous machines;
- provide respirators or other safety equipment; and
- provide training for certain dangerous jobs in a language and vocabulary workers can understand.



Employers must also comply with the General Duty Clause of the OSH Act. This clause requires employers to keep their workplaces free of serious recognized hazards and is generally cited when no specific OSHA standard applies to the hazard.

The Standards-Setting Process

OSHA has the authority to issue new or revised occupational safety and health standards. The OSHA standard-setting process involves many steps and provides many opportunities for public engagement. OSHA can begin standard-setting procedures on its own initiative or in response to recommendations or petitions from other parties, including:

- The National Institute for Occupational Safety and Health (NIOSH), the research agency for occupational safety and health. (For more information, call 1-800-CDC-INFO (1-800-232-4636) or visit the agency's website at www.cdc.gov/niosh);
- State and local governments;
- Nationally recognized standards-producing organizations;
- Employer or labor representatives; and
- Any other interested parties.



When OSHA is considering whether to develop a new or revised standard, the Agency often publishes a Request for Information (RFI) or an Advance Notice of Proposed Rulemaking

(ANPRM) in the Federal Register to obtain information and views from interested members of the public. OSHA will also frequently hold stakeholder meetings with interested parties to solicit information and opinions on how the Agency should proceed with the regulation. When OSHA publishes an RFI or ANPRM, interested parties can submit written comments at www.regulations.gov, where all information and submissions are made public.

If OSHA decides to proceed with issuing a new or revised regulation, it must first publish a Notice of Proposed Rulemaking (NPRM) in the Federal Register and solicit public comment. The NPRM contains a proposed standard along with OSHA's explanation of the need for the various requirements in that proposed standard.

Interested parties are invited to submit written comments through www.regulations.gov, and OSHA will often hold public hearings in which stakeholders can offer testimony and provide information to assist the Agency in developing a final standard. After considering all of the information and testimony provided, OSHA develops and issues a final standard that becomes enforceable.

Each spring and fall, the Department of Labor publishes in the Federal Register a list of all regulatory projects underway. The Regulatory Agenda provides a projected schedule for these projects to inform stakeholders of the Agency's regulatory priorities and enable interested parties to take advantage of opportunities to participate in the regulatory process. Current and past issues of the Regulatory Agenda can be accessed on OSHA's Law and Regulations page at www.osha.gov/law-regs.html.

Input from Small Business

The *Small Business Regulatory Enforcement Fairness Act of 1996* (SBREFA) gives small businesses help in understanding and complying with OSHA regulations and allows them a voice in developing new regulations. Under SBREFA, OSHA must:

- Produce Small Entity Compliance Guides for some agency rules;
- Be responsive to small business inquiries about complying with the Agency's regulations;
- Have a penalty reduction policy for small businesses;
- Involve small businesses in developing proposed rules expected to significantly affect a large number of small entities through Small Business Advocacy Review Panels; and
- Give small businesses the opportunity to challenge in court agency rules or regulations that they believe will adversely affect them.

More information about OSHA standards and the standard-setting process is available on OSHA's website at www.osha.gov. Standards can be viewed on OSHA's Law and Regulations page at www.osha.gov/law-regs.html.

Enforcement

OSHA Enforcement Activities:

Carrying Out Our Mission

Enforcement plays an important part in OSHA's efforts to reduce workplace injuries, illnesses, and fatalities. When OSHA finds employers who fail to uphold their safety and health responsibilities, the agency takes strong, decisive actions.

Inspections are initiated without advance notice, conducted using on-site or telephone and facsimile investigations, performed by highly

trained compliance officers and scheduled based on the following priorities:

- Imminent danger;
- Catastrophes – fatalities or hospitalizations;
- Worker complaints and referrals;
- Targeted inspections – particular hazards, high injury rates; and
- Follow-up inspections.

Current workers or their representatives may file a written complaint and ask OSHA to inspect their workplace if they believe there is a serious hazard or that their employer is not following OSHA standards. Workers and their representatives have the right to ask for an inspection without OSHA telling their employer who filed the complaint. It is a violation of the OSH Act for an employer to fire, demote, transfer or in any way discriminate against a worker for filing a complaint or using other OSHA rights.

When an inspector finds violations of OSHA standards or serious hazards, OSHA may issue citations and fines. A citation includes methods an employer may use to fix a problem and the date by which the corrective actions must be completed.



Photo: Aaron Sussell, Cincinnati, Ohio



Employers have the right to contest any part of the citation, including whether a violation actually exists. Workers only have the right to challenge the deadline by which a problem must be resolved. Appeals of citations are heard by the independent Occupational Safety and Health Review Commission (OSHRC). To contact the OSHRC, visit www.oshrc.gov or call (202) 606-5370.

OSHA carries out its enforcement activities through its 10 regional offices and 90 area offices. OSHA's regional offices are located in Boston, New York City, Philadelphia, Atlanta, Chicago, Dallas, Kansas City, Denver, San Francisco and Seattle. Contact information for each regional office is available at the end of this guide.

Severe Violator Enforcement Program

OSHA's Severe Violator Enforcement Program (SVEP) became effective on June 18, 2010.

The program focuses enforcement efforts on employers who willfully and repeatedly endanger workers by exposing them to serious hazards. The SVEP directive establishes procedures and enforcement actions for these violators, including mandatory follow-up inspections of workplaces found in violation and inspections of other worksites of the same company where similar hazards or deficiencies may be present. Visit www.osha.gov for more information.

General Reporting and Recordkeeping Requirements

OSHA's Reporting Requirements

All employers must report to OSHA within eight hours of learning about:

- The death of any worker from a work-related incident; and
- The in-patient hospitalization of three or more workers as a result of a work-related incident.

In addition, employers must report all fatal heart attacks that occur at work. Deaths from motor vehicle accidents on public streets (except those in a construction work zone) and in accidents on commercial airplanes, trains, subways or buses do not need to be reported.

These reports may be made by telephone or in person to the nearest OSHA area office listed at www.osha.gov or by calling OSHA's toll-free number, 1-800-321-OSHA [6742].

OSHA's Recordkeeping Requirements

Tracking and investigating workplace injuries and illnesses play an important role in preventing future injuries and illnesses, and for that reason, OSHA requires certain covered employers in high-hazard industries to prepare and maintain records of serious work-related injuries and illnesses.

Employers with more than ten employees and whose establishments are not classified as a partially exempt industry must record serious work-related injuries and illnesses using OSHA Forms 300, 300A and 301, which are available at www.osha.gov/recordkeeping/RKforms.html.

A list of partially exempt industries, including establishments in specific low hazard retail, service, finance, insurance or real estate industries is available at www.osha.gov/recordkeeping/ppt1/RK1exempttable.html.

Employers who are required to keep Form 300, the Injury and Illness log, must also post Form 300A, the Summary of Work-Related Injuries and Illnesses, in the workplace every year from February 1 to April 30. For more information, visit www.osha.gov/recordkeeping/index.html.

Employers and workers need accurate, timely information to focus their prevention activities, and OSHA uses this information for many purposes, including inspection targeting,



performance measurement, standards development and resource allocation. Injury and illness data also aid employers and workers in identifying possible safety and health hazards at the employer's establishment. OSHA encourages employers to review and investigate patterns of injuries and illnesses, and to conduct investigations of injuries and near misses to prevent similar events in the future.

OSHA is responsible for administering the recordkeeping system established by the OSH Act. OSHA's recordkeeping regulations provide specific recording and reporting requirements which comprise the framework for the nationwide occupational safety and health recordkeeping system. For more information about OSHA's recordkeeping requirements visit www.osha.gov/recordkeeping/index.html.

Filing a Complaint

Hazardous Workplace Complaints

If a workplace has unsafe or unhealthful working conditions, workers may want to file a complaint. Often the best and fastest way to get a hazard corrected is to notify a supervisor or employer.

Workers or their representatives may file a complaint online or by phone, mail, email or fax with the nearest OSHA office and request an inspection. A worker may also ask OSHA not to reveal his or her name. To file a complaint, call 1-800-321-OSHA [6742] or contact the nearest OSHA regional, area, state plan, or consultation office listed at www.osha.gov. The teletypewriter (TTY) number is (877) 889-5627.

Written, signed complaints submitted to OSHA area offices are more likely to result in an on-site OSHA inspection. Most online or unsigned



complaints are resolved informally over the phone with the employer. Complaints from workers in states with an OSHA-approved state plan will be forwarded to the appropriate state plan for response.

Workers can call 1-800-321-OSHA [6742] to request a complaint form from their local OSHA office or visit www.osha.gov/pls/osha7/eComplaintForm.html to download the form. Completed forms should be faxed or mailed to the local OSHA office (provided at the end of this guide). Include your name, address and telephone number so that OSHA can contact you.

OSHA's Whistleblower Program: Protection from Discrimination

To help ensure that workers are free to participate in safety and health activities, Section 11(c) of the OSH Act prohibits any person from discharging or in any manner retaliating or discriminating against any worker for exercising rights under the Act. These rights include raising safety and health concerns with an employer, reporting a work-related injury or illness, filing a complaint with OSHA, seeking an OSHA inspection, participating in an OSHA inspection and participating or testifying in any proceeding related to an OSHA inspection.

Protection from discrimination means that an employer cannot retaliate by taking "adverse action" against workers, such as:

- Firing or laying off;
- Blacklisting;
- Demoting;
- Denying overtime or promotion;
- Disciplining;
- Denying of benefits;

- Failing to hire or rehire;
- Intimidation;
- Making threats;
- Reassignment affecting prospects for promotion; or
- Reducing pay or hours.

If a worker believes an employer has discriminated against them for exercising their safety and health rights, they should contact their local OSHA office right away. To file a complaint under Section 11(c), contact the nearest OSHA office within 30 days of the discrimination. **No form is needed, but workers must call OSHA within 30 days of the alleged discrimination** (at 1-800-321-OSHA [6742]). For more information, please visit www.whistleblowers.gov.

If There is a Dangerous Situation at Work

If a worker believes working conditions are unsafe or unhealthful, OSHA recommends that he or she bring the conditions to the employer's attention, if possible. A worker may file a complaint with OSHA concerning a hazardous working condition at any time. However, workers should not leave the worksite merely because they have filed a complaint. If the condition clearly presents a risk of death or serious physical harm, there is not sufficient time for OSHA to inspect, and, where possible, a worker has brought the condition to the attention of the employer, the worker may have a legal right to refuse to work in a situation in which he or she would be exposed to the hazard.

If a worker, with no reasonable alternative, refuses in good faith to expose himself or herself to a dangerous condition, he or she would be protected from subsequent retaliation. The condition must be of such a nature that a



Photo: Frank Wenzel, Washington DOSH

reasonable person would conclude that there is a real danger of death or serious harm and that there is not enough time to contact OSHA and for OSHA to inspect. Where possible, the worker must have also sought from his or her employer, and been unable to obtain, a correction of the condition. For more information, go to www.osha.gov/workers.

Additional Whistleblower Protections

Since passage of the OSH Act in 1970, Congress has expanded OSHA's whistleblower protection authority to protect workers from discrimination under a total of 22 federal laws. These laws protect workers who report violations of various workplace safety, airline, commercial motor carrier, consumer product, environmental, financial reform, healthcare reform, nuclear, pipeline, public transportation agency, railroad, maritime and securities laws. Complaints must be reported to OSHA within set timeframes

following the discriminatory action, as prescribed by each law. These laws, and the number of days workers have to file a complaint, are:

Worker, Environmental and Nuclear Safety Laws

- ***Asbestos Hazard Emergency Response Act (AHERA)*** (90 days). Provides discrimination protection for individuals who report violations of environmental laws relating to asbestos in public or private nonprofit elementary and secondary school systems.
- ***Clean Air Act (CAA)*** (30 days). Provides discrimination protection for employees who, among other things, report violations of this law, which provides for the development and enforcement of standards regarding air quality and air pollution.
- ***Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)*** (30 days). Protects employees who report regulatory violations involving accidents, spills, and other emergency releases of pollutants into the environment. The law also protects employees who report violations related to the cleanup of uncontrolled or abandoned hazardous waste sites.
- ***Energy Reorganization Act (ERA)*** (180 days). Protects certain employees in the nuclear industry who report violations of the *Atomic Energy Act (AEA)*. Protected employees include employees of operators, contractors and subcontractors of nuclear power plants licensed by the Nuclear Regulatory Commission, and employees of contractors working with the Department of Energy under a contract pursuant to the *Atomic Energy Act (AEA)*.
- ***Federal Water Pollution Control Act (FWPCA) (also known as the Clean Water Act)*** (30 days). Provides discrimination protection

for employees who, among other things, report violations of the law controlling water pollution.

- ***Occupational Safety and Health Act of 1970*** (30 days). Provides discrimination protection for employees who exercise a variety of rights guaranteed under this law, such as filing a safety and health complaint with OSHA and participating in an inspection.
- ***Safe Drinking Water Act (SDWA)*** (30 days). Provides discrimination protection for employees who, among other things, report violations of this law, which requires that all drinking water systems assure that their water is potable, as determined by the Environmental Protection Agency.
- ***Solid Waste Disposal Act (SWDA) (also known as the Resource Conservation and Recovery Act)*** (30 days). Provides discrimination protection for employees who, among other things, report violations of the law regulating the disposal of solid waste.
- ***Toxic Substances Control Act (TSCA)*** (30 days). Provides discrimination protection for employees who, among other things, report violations of regulations involving the manufacture, distribution, and use of certain toxic substances.

Transportation Industry Laws

- ***Federal Railroad Safety Act (FRSA)*** (180 days). Provides protection to employees of railroad carriers and contractors and subcontractors of those carriers who report an alleged violation of any federal law, rule, or regulation relating to railroad safety or security, or gross fraud, waste, or abuse of federal grants or other public funds intended to be used for railroad safety or security; report, in good faith, a hazardous safety or security condition; refuse

to violate or assist in the violation of any federal law, rule, or regulation relating to railroad safety or security; refuse to work when confronted by a hazardous safety or security condition related to the performance of the employee's duties (under imminent danger circumstances); request prompt medical or first-aid treatment for employment-related injuries; are disciplined for requesting medical or first-aid treatment or for following an order or treatment plan of a treating physician.

- ***International Safe Container Act (ISCA)*** (60 days). Provides discrimination protection for employees who report violations of this law, which regulates shipping containers.
- ***Moving Ahead for Progress in the 21st Century Act (MAP-21)*** (180 days). Prohibits retaliation by motor vehicle manufacturers, part suppliers, and dealerships against employees for providing information to the employer or the U.S. Department of Transportation about motor vehicle defects, noncompliance, or violations of the notification or reporting requirements enforced by the National Highway Traffic Safety Administration or for engaging in related protected activities as set forth in the provision.
- ***National Transit Systems Security Act (NTSSA)*** (180 days). Provides protection to public transit employees who, among other things, report an alleged violation of any federal law, rule, or regulation relating to public transportation agency safety or security, or fraud, waste, or abuse of federal grants or other public funds intended to be used for public transportation safety or security; refuse to violate or assist in the violation of any federal law, rule, or

regulation relating to public transportation safety or security; report a hazardous safety or security condition; refuse to work when confronted by a hazardous safety or security condition related to the performance of the employee's duties (under imminent danger circumstances).

- ***Pipeline Safety Improvement Act of 2002 (PSIA)*** (180 days). Provides discrimination protection for employees who report violations of the federal laws regarding pipeline safety and security or who refuse to violate such provisions.
- ***Seaman's Protection Act (SPA)*** (180 days). Seamen are protected, among other things, for reporting to the Coast Guard or other federal agency a reasonably believed violation of a maritime safety law or regulation prescribed under that law or regulation. The law also protects work refusals where the employee reasonably believes an assigned task would result in serious injury or impairment of health to the seaman, other seamen, or the public and when the seaman sought, and was unable to obtain correction of the unsafe conditions.
- ***Surface Transportation Assistance Act (STAA)*** (180 days). Provides discrimination protections for truck drivers and other employees relating to the safety of commercial motor vehicles. Coverage includes all buses for hire and freight trucks with a gross vehicle weight greater than 10,001 pounds.
- ***Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR21)*** (90 days). Provides discrimination protection for employees of air carriers, contractors, or subcontractors of air carriers who, among other things, raise safety concerns.

Fraud Prevention Laws

- ***Affordable Care Act (ACA)*** (180 days). Protects employees who report violations of any provision of Title I of the ACA, including but not limited to discrimination based on an individual's receipt of health insurance subsidies, the denial of coverage based on a preexisting condition, or an insurer's failure to rebate a portion of an excess premium.
- ***Consumer Financial Protection Act of 2010 (CFPA), Section 1057 of the Dodd-Frank Wall Street Reform and Consumer Protection Act*** (180 days). Protects employees who report perceived violations of any provision of the *Dodd-Frank Act*, which encompasses nearly every aspect of the financial services industry. The law also protects employees who report violations of any rule, order, standard or prohibition prescribed by the Bureau of Consumer Financial Protection.
- ***Section 806 of the Sarbanes-Oxley Act of 2002 (SOX)*** (180 days). Protects employees of certain companies who report alleged mail, wire, bank or securities fraud; violations of the Securities and Exchange Commission (SEC) rules and regulations; or violations of Federal laws related to fraud against shareholders. The law covers employees of publically traded companies and companies required to file certain reports with the SEC.

Consumer Safety Laws

- ***Consumer Product Safety Improvement Act (CPSIA)*** (180 days). Protects employees who report to their employer, the federal government, or a state attorney general reasonably perceived violations of any statute or regulation within the jurisdiction of the Consumer Product Safety Commission (CPSC).

CPSIA covers employees of consumer product manufacturers, importers, distributors, retailers, and private labelers.

- ***FDA Food Safety Modernization Act (FSMA)*** (180 days). Protects employees of food manufacturers, distributors, packers, and transporters for reporting a violation of the *Food, Drug, and Cosmetic Act*, or a regulation promulgated under this law. Employees are also protected from retaliation for refusing to participate in a practice that violates this law.

If you believe that you have been discriminated against, call 1-800-321-OSHA [6742] to be connected to the nearest OSHA office to report your complaint. For more information, visit OSHA's Whistleblower page at www.whistleblowers.gov.

OSHA Assistance, Services and Programs

OSHA offers free compliance assistance to employers and workers. Several OSHA programs and services can help employers identify and correct job hazards, as well as improve their injury and illness prevention program.

Establishing an Injury and Illness Prevention Program

The key to a safe and healthful work environment is a comprehensive injury and illness prevention program.

Injury and illness prevention programs are systems that can substantially reduce the number and severity of workplace injuries and illnesses, while reducing costs to employers. Thousands of employers across the United States already manage safety using illness and injury prevention programs, and OSHA believes that all employers



can and should do the same. Thirty-four states have requirements or voluntary guidelines for workplace injury and illness prevention programs. Most successful injury and illness prevention programs are based on a common set of key elements. These include management leadership, worker participation, hazard identification, hazard prevention and control, education and training, and program evaluation and improvement. Visit OSHA's illness and injury prevention program web page at www.osha.gov/dsg/topics/safetyhealth for more information.

Compliance Assistance Specialists

OSHA has compliance assistance specialists throughout the nation located in most OSHA offices. Compliance assistance specialists can provide information to employers and workers about OSHA standards, short educational programs on specific hazards or OSHA rights and responsibilities, and information on additional compliance assistance resources. For more details, visit www.osha.gov/consultation or call 1-800-321-OSHA [6742] to contact your local OSHA office.

Free On-site Safety and Health Consultation Services for Small Business

OSHA's On-site Consultation Program offers free and confidential advice to small and medium-sized businesses in all states across the country, with priority given to high-hazard worksites. Each year, responding to requests from small employers looking to create or improve their safety and health management programs, OSHA's On-site Consultation Program conducts over 29,000 visits to small business worksites covering over 1.5 million workers across the nation.

On-site consultation services are separate from enforcement and do not result in penalties or

citations. Consultants from state agencies or universities work with employers to identify workplace hazards, provide advice on compliance with OSHA standards, and assist in establishing safety and health management programs.

For more information, to find the local On-site Consultation office in your state, or to request a brochure on Consultation Services, visit www.osha.gov/consultation, or call 1-800-321-OSHA [6742].

Under the consultation program, certain exemplary employers may request participation in OSHA's **Safety and Health Achievement Recognition Program (SHARP)**. Eligibility for participation includes, but is not limited to, receiving a full-service, comprehensive consultation visit, correcting all identified hazards and developing an effective safety and health management program. Worksites that receive SHARP recognition are exempt from programmed inspections during the period that the SHARP certification is valid.

Cooperative Programs

OSHA offers cooperative programs under which businesses, labor groups and other organizations can work cooperatively with OSHA. To find out more about any of the following programs, visit www.osha.gov/dcsp/compliance_assistance/index_programs.html.

Alliance Program

Through the Alliance Program, OSHA works with groups committed to worker safety and health to prevent workplace fatalities, injuries and illnesses. These groups include trade or professional organizations, employers, unions, consulates, faith- and community-based organizations and educational institutions. OSHA and the groups work together to develop compliance assistance



tools and resources, share information with workers and employers, and educate workers and employers about their rights and responsibilities.

OSHA Strategic Partnership Program (OSPP)

The OSPP provides the opportunity for OSHA to partner with employers, workers, professional or trade associations, labor organizations, and/or other interested stakeholders. OSHA Strategic Partnerships (OSP) are formalized through unique agreements designed to encourage, assist, and recognize partner efforts to eliminate serious hazards and achieve model workplace safety and health practices.

Challenge Program

OSHA Challenge provides interested employers and workers the opportunity to gain assistance in improving their safety and health management programs. OSHA Challenge is available to general industry, maritime and construction employers in the private and public sectors under OSHA's federal jurisdiction.

Voluntary Protection Programs (VPP)

The VPP recognize employers and workers in private industry and federal agencies who have implemented effective safety and health management programs and maintain injury and illness rates below the national average for their respective industries. In VPP, management, labor, and OSHA work cooperatively and proactively to prevent fatalities, injuries, and illnesses through a system focused on: hazard prevention and control, worksite analysis, training, and management commitment and worker involvement. To participate, employers must submit an application to OSHA and undergo a rigorous on-site evaluation by a team of safety and health professionals. Union support is required for applicants who are represented by a

bargaining unit. VPP participants are re-evaluated every three to five years to remain in the programs. VPP participants are exempt from OSHA programmed inspections while they maintain their VPP status.

Occupational Safety and Health Training

The OSHA Training Institute in Arlington Heights, Illinois, provides basic and advanced training and education in safety and health for federal and state compliance officers, state consultants, other federal agency personnel and private sector employers, workers, and their representatives.

In addition, 25 OSHA Training Institute Education Centers at 44 locations throughout the United States deliver courses on OSHA standards and occupational safety and health issues to thousands of students a year.





For more information on training, contact the OSHA Directorate of Training and Education, 2020 Arlington Heights Road, Arlington Heights, IL 60005; call 1-847-297-4810; or visit www.osha.gov.

Susan Harwood Training Grants

OSHA awards grants to nonprofit organizations to provide workers and small employers with safety and health training and education about hazard identification and prevention. Grants focus on small business, hard-to-reach workers and high-hazard industries.

Grantees develop programs that address safety and health topics selected by OSHA, recruit workers and employers for the training and conduct the training. They are also expected to follow up with students to find out how they have applied the training in their workplaces.

For more information on training grants, contact the OSHA Directorate of Training and Education by calling 1-847-297-4810 or visiting www.osha.gov.

OSHA Educational Materials

OSHA has many types of educational materials in English, Spanish, Vietnamese and other languages available in print or online. These include:

- Brochures/booklets that cover a wide variety of job hazards and other topics;
- Fact Sheets, which contain basic background information on safety and health hazards;
- Guidance documents that provide detailed examinations of specific safety and health issues;
- Online Safety and Health Topics pages;
- Posters;
- Small, laminated QuickCards™ that provide brief safety and health information; and
- *QuickTakes*, OSHA's free, twice-monthly online newsletter with the latest news about OSHA initiatives and products to assist employers and



workers in finding and preventing workplace hazards. To sign up for *QuickTakes* visit OSHA's website at www.osha.gov and click on *QuickTakes* at the top of the page.

To view materials available online or for a listing of free publications, visit OSHA's website at www.osha.gov. You can also call 1-800-321-OSHA [6742] to order publications.

OSHA's website also has a variety of eTools. These include utilities such as expert advisors, electronic compliance assistance, videos and other information for employers and workers. To learn more about OSHA's safety and health tools online, visit www.osha.gov.

OSHA Advisory Committees

OSHA sponsors advisory committees to advise the Secretary of Labor and the Assistant Secretary of Labor for Occupational Safety and Health on workplace safety and health issues.

All of OSHA's advisory committees have membership balanced between representatives of workers and employers, and most also include other qualified individuals such as government officials, safety and health professionals and members of the public. All committees accept comments from interested individuals. Transcripts and minutes of the meetings are also available to the public on the committee web pages at www.osha.gov/osha-advisory-committee.html.

The five current advisory committees are:

- The National Advisory Committee on Occupational Safety and Health (NACOSH), which advises, consults with and makes recommendations to the U.S. Secretaries of Labor and Health and Human Services (HHS) on matters regarding the OSH Act;

- The Advisory Committee on Construction Safety and Health (ACCSH), which advises the Secretary of Labor on construction safety and health standards and other matters;
- The Federal Advisory Council on Occupational Safety and Health (FACOSH), which advises the Secretary of Labor on all aspects of federal agency safety and health;
- The Maritime Advisory Committee for Occupational Safety and Health (MACOSH), which advises the Secretary of Labor on workplace safety and health programs, policies and standards in the maritime industry; and
- The Whistleblower Protection Advisory Committee (WPAC), which advises, consults with and makes recommendations to the Secretary of Labor on ways to improve the fairness, efficiency, effectiveness, and transparency of OSHA's administration of whistleblower protections.

In addition, OSHA may form short-term advisory committees to advise the agency on specific issues.

NIOSH Health Hazard Evaluation Program

Getting Help with Health Hazards

The National Institute for Occupational Safety and Health (NIOSH) is a federal agency that conducts scientific and medical research on workers' safety and health. At no cost to employers or workers, NIOSH can help identify health hazards and recommend ways to reduce or eliminate those hazards in the workplace through its Health Hazard Evaluation (HHE) Program.

Workers, union representatives and employers can request a NIOSH HHE. An HHE is often



requested when there is a higher than expected rate of a disease or injury in a group of workers. These situations may be the result of an unknown cause, a new hazard, or a mixture of sources. To request a NIOSH Health Hazard Evaluation go to www.cdc.gov/niosh/hhe/request.html. To find out more about the Health Hazard Evaluation Program:

- Call (513) 841-4382, or to talk to a staff member in Spanish, call (513) 841-4439; or
- Send an email to HHERequestHelp@cdc.gov.

OSHA Regional Offices

Region I

Boston Regional Office
(CT*, ME, MA, NH, RI, VT*)
JFK Federal Building, Room E340
Boston, MA 02203
(617) 565-9860 (617) 565-9827 Fax

Region II

New York Regional Office
(NJ*, NY*, PR*, VI*)
201 Varick Street, Room 670
New York, NY 10014
(212) 337-2378 (212) 337-2371 Fax

Region III

Philadelphia Regional Office
(DE, DC, MD*, PA, VA*, WV)
The Curtis Center
170 S. Independence Mall West
Suite 740 West
Philadelphia, PA 19106-3309
(215) 861-4900 (215) 861-4904 Fax

Region IV

Atlanta Regional Office
(AL, FL, GA, KY*, MS, NC*, SC*, TN*)
61 Forsyth Street, SW, Room 6T50
Atlanta, GA 30303
(678) 237-0400 (678) 237-0447 Fax

**Region V**

Chicago Regional Office
(IL*, IN*, MI*, MN*, OH, WI)
230 South Dearborn Street
Room 3244
Chicago, IL 60604
(312) 353-2220 (312) 353-7774 Fax

Region VI

Dallas Regional Office
(AR, LA, NM*, OK, TX)
525 Griffin Street, Room 602
Dallas, TX 75202
(972) 850-4145 (972) 850-4149 Fax
(972) 850-4150 FSO Fax

Region VII

Kansas City Regional Office
(IA*, KS, MO, NE)
Two Pershing Square Building
2300 Main Street, Suite 1010
Kansas City, MO 64108-2416
(816) 283-8745 (816) 283-0547 Fax

Region VIII

Denver Regional Office
(CO, MT, ND, SD, UT*, WY*)
1999 Broadway, Suite 1690
Denver, CO 80202
(720) 264-6550 (720) 264-6585 Fax

Region IX

San Francisco Regional Office
(AZ*, CA*, HI*, NV*, and American Samoa,
Guam and the Northern Mariana Islands)
90 7th Street, Suite 18100
San Francisco, CA 94103
(415) 625-2547 (415) 625-2534 Fax

Region X

Seattle Regional Office
(AK*, ID, OR*, WA*)
300 Fifth Avenue, Suite 1280
Seattle, WA 98104
(206) 757-6700 (206) 757-6705 Fax



*These states and territories operate their own OSHA-approved job safety and health plans and cover state and local government employees as well as private sector employees. The Connecticut, Illinois, New Jersey, New York and Virgin Islands programs cover public employees only. (Private sector workers in these states are covered by Federal OSHA). States with approved programs must have standards that are identical to, or at least as effective as, the Federal OSHA standards.

Note: To get contact information for OSHA area offices, OSHA-approved state plans and OSHA consultation projects, please visit us online at www.osha.gov or call us at 1-800-321-OSHA (6742).

How to Contact OSHA

For questions or to get information or advice, to report an emergency, report a fatality or catastrophe, order publications, sign up for OSHA's e-newsletter, or to file a confidential complaint, contact your nearest OSHA office, visit www.osha.gov or call OSHA at 1-800-321-OSHA (6742), TTY 1-877-889-5627.

For assistance, contact us.

We are OSHA. We can help.



U.S. Department of Labor

For more information:



www.osha.gov (800) 321-OSHA (6742)



OSHA

Forms for Recording Work-Related Injuries and Illnesses

Dear Employer:

This booklet includes the forms needed for maintaining occupational injury and illness records for 2004. These new forms have changed in several important ways from the 2003 recordkeeping forms.

In the December 17, 2002 Federal Register (67 FR 77165-77170), OSHA announced its decision to add an occupational hearing loss column to OSHA's Form 300, Log of Work-Related Injuries and Illnesses. This forms package contains modified Forms 300 and 300A which incorporate the additional column M(5) Hearing Loss. Employers required to complete the injury and illness forms must begin to use these forms on January 1, 2004.

In response to public suggestions, OSHA also has made several changes to the forms package to make the recordkeeping materials clearer and easier to use:


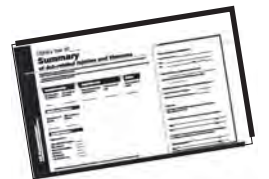

- On Form 300, we've switched the positions of the day count columns. The days "away from work" column now comes before the days "on job transfer or restriction."
- We've clarified the formulas for calculating incidence rates.
- We've added new recording criteria for occupational hearing loss to the "Overview" section.
- On Form 300, we've made the column heading "Classify the Case" more prominent to make it clear that employers should mark only one selection among the four columns offered.

The Occupational Safety and Health Administration shares with you the goal of preventing injuries and illnesses in our nation's workplaces. Accurate injury and illness records will help us achieve that goal.

Occupational Safety and Health Administration
U.S. Department of Labor

What's Inside...

In this package, you'll find everything you need to complete OSHA's *Log* and the *Summary of Work-Related Injuries and Illnesses* for the next several years. On the following pages, you'll find:

- ▼ **An Overview: Recording Work-Related Injuries and Illnesses** — General instructions for filling out the forms in this package and definitions of terms you should use when you classify your cases as injuries or illnesses.
- ▼ **How to Fill Out the Log** — An example to guide you in filling out the *Log* properly.
- ▼ **Log of Work-Related Injuries and Illnesses** — Several pages of the *Log* (but you may make as many copies of the *Log* as you need.) Notice that the *Log* is separate from the *Summary*.
- ▼ **Summary of Work-Related Injuries and Illnesses** — Removable *Summary* pages for easy posting at the end of the year. Note that you post the *Summary* only, not the *Log*.
- ▼ **Worksheet to Help You Fill Out the Summary** — A worksheet for figuring the average number of employees who worked for your establishment and the total number of hours worked.
- ▼ **OSHA's 301: Injury and Illness Incident Report** — A copy of the OSHA 301 to provide details about the incident. You may make as many copies as you need or use an equivalent form.

Take a few minutes to review this package. If you have any questions, **visit us online at www.osha.gov OR call your local OSHA office.** We'll be happy to help you.

An Overview: Recording Work-Related Injuries and Illnesses

The Occupational Safety and Health (OSH) Act of 1970 requires certain employers to prepare and maintain records of work-related injuries and illnesses. Use these definitions when you classify cases on the Log. OSHA's recordkeeping regulation (see 29 CFR Part 1904) provides more information about the definitions below.

The *Log of Work-Related Injuries and Illnesses* (Form 300) is used to classify work-related injuries and illnesses and to note the extent and severity of each case. When an incident occurs, use the *Log* to record specific details about what happened and how it happened. The *Summary* — a separate form (Form 300A) — shows the totals for the year in each category. At the end of the year, post the *Summary* in a visible location so that your employees are aware of the injuries and illnesses occurring in their workplace.

Employers must keep a *Log* for each establishment or site. If you have more than one establishment, you must keep a separate *Log* and *Summary* for each physical location that is expected to be in operation for one year or longer.

Note that your employees have the right to review your injury and illness records. For more information, see 29 Code of Federal Regulations Part 1904.35, *Employee Involvement*.

Cases listed on the *Log of Work-Related Injuries and Illnesses* are not necessarily eligible for workers' compensation or other insurance benefits. Listing a case on the *Log* does not mean that the employer or worker was at fault or that an OSHA standard was violated.

When is an injury or illness considered work-related?

An injury or illness is considered work-related if an event or exposure in the work environment caused or contributed to the condition or significantly aggravated a preexisting condition. Work-relatedness is

presumed for injuries and illnesses resulting from events or exposures occurring in the workplace, unless an exception specifically applies. See 29 CFR Part 1904.5(b)(2) for the exceptions. The work environment includes the establishment and other locations where one or more employees are working or are present as a condition of their employment. See 29 CFR Part 1904.5(b)(1).

Which work-related injuries and illnesses should you record?

Record those work-related injuries and illnesses that result in:

- ▼ death,
- ▼ loss of consciousness,
- ▼ days away from work,
- ▼ restricted work activity or job transfer, or
- ▼ medical treatment beyond first aid.

You must also record work-related injuries and illnesses that are significant (as defined below) or meet any of the additional criteria listed below.

You must record any significant work-related injury or illness that is diagnosed by a physician or other licensed health care professional. You must record any work-related case involving cancer, chronic irreversible disease, a fractured or cracked bone, or a punctured eardrum. See 29 CFR 1904.7.

What are the additional criteria?

You must record the following conditions when they are work-related:

- ▼ any needlestick injury or cut from a sharp object that is contaminated with another person's blood or other potentially infectious material;
- ▼ any case requiring an employee to be medically removed under the requirements of an OSHA health standard;
- ▼ tuberculosis infection as evidenced by a positive skin test or diagnosis by a physician or other licensed health care professional after exposure to a known case of active tuberculosis.
- ▼ an employee's hearing test (audiogram) reveals 1) that the employee has experienced a Standard Threshold Shift (STS) in hearing in one or both ears (averaged at 2000, 3000, and 4000 Hz) and 2) the employee's total hearing level is 25 decibels (dB) or more above audiometric zero (also averaged at 2000, 3000, and 4000 Hz) in the same ear(s) as the STS.

What is medical treatment?

Medical treatment includes managing and caring for a patient for the purpose of combating disease or disorder. The following are not considered medical treatments and are NOT recordable:

- ▼ visits to a doctor or health care professional solely for observation or counseling;

What do you need to do?

1. Within 7 calendar days after you receive information about a case, decide if the case is recordable under the OSHA recordkeeping requirements.
2. Determine whether the incident is a new case or a recurrence of an existing one.
3. Establish whether the case was work-related.
4. If the case is recordable, decide which form you will fill out as the injury and illness incident report.

You may use *OSHA's 301: Injury and Illness Incident Report* or an equivalent form. Some state workers compensation, insurance, or other reports may be acceptable substitutes, as long as they provide the same information as the OSHA 301.

How to work with the Log

1. Identify the employee involved unless it is a privacy concern case as described below.
2. Identify when and where the case occurred.
3. Describe the case, as specifically as you can.
4. Classify the seriousness of the case by recording the **most serious outcome** associated with the case, with column G (Death) being the most serious and column J (Other recordable cases) being the least serious.
5. Identify whether the case is an injury or illness. If the case is an injury, check the injury category. If the case is an illness, check the appropriate illness category.

- ▼ diagnostic procedures, including administering prescription medications that are used solely for diagnostic purposes; and
- ▼ any procedure that can be labeled first aid. *(See below for more information about first aid.)*

What is first aid?

If the incident required only the following types of treatment, consider it first aid. Do NOT record the case if it involves only:

- ▼ using non-prescription medications at non-prescription strength;
- ▼ administering tetanus immunizations;
- ▼ cleaning, flushing, or soaking wounds on the skin surface;
- ▼ using wound coverings, such as bandages, BandAids™, gauze pads, etc., or using SteriStrips™ or butterfly bandages.
- ▼ using hot or cold therapy;
- ▼ using any totally non-rigid means of support, such as elastic bandages, wraps, non-rigid back belts, etc.;
- ▼ using temporary immobilization devices while transporting an accident victim (splints, slings, neck collars, or back boards).
- ▼ drilling a fingernail or toenail to relieve pressure, or draining fluids from blisters;
- ▼ using eye patches;
- ▼ using simple irrigation or a cotton swab to remove foreign bodies not embedded in or adhered to the eye;
- ▼ using irrigation, tweezers, cotton swab or other simple means to remove splinters or foreign material from areas other than the eye;

- ▼ using finger guards;
- ▼ using massages;
- ▼ drinking fluids to relieve heat stress

How do you decide if the case involved restricted work?

Restricted work activity occurs when, as the result of a work-related injury or illness, an employer or health care professional keeps, or recommends keeping, an employee from doing the routine functions of his or her job or from working the full workday that the employee would have been scheduled to work before the injury or illness occurred.

How do you count the number of days of restricted work activity or the number of days away from work?

Count the number of calendar days the employee was on restricted work activity or was away from work as a result of the recordable injury or illness. Do not count the day on which the injury or illness occurred in this number. Begin counting days from the day after the incident occurs. If a single injury or illness involved both days away from work and days of restricted work activity, enter the total number of days for each. You may stop counting days of restricted work activity or days away from work once the total of either or the combination of both reaches 180 days.

Under what circumstances should you NOT enter the employee's name on the OSHA Form 300?

You must consider the following types of injuries or illnesses to be privacy concern cases:

- ▼ an injury or illness to an intimate body part or to the reproductive system,
- ▼ an injury or illness resulting from a sexual assault,
- ▼ a mental illness,
- ▼ a case of HIV infection, hepatitis, or tuberculosis,
- ▼ a needlestick injury or cut from a sharp object that is contaminated with blood or other potentially infectious material (see 29 CFR Part 1904.8 for definition), and
- ▼ other illnesses, if the employee independently and voluntarily requests that his or her name not be entered on the log.

You must not enter the employee's name on the OSHA 300 Log for these cases. Instead, enter "privacy case" in the space normally used for the employee's name. You must keep a separate, confidential list of the case numbers and employee names for the establishment's privacy concern cases so that you can update the cases and provide information to the government if asked to do so.

If you have a reasonable basis to believe that information describing the privacy concern case may be personally identifiable even though the employee's name has been omitted, you may use discretion in describing the injury or illness on both the OSHA 300 and 301 forms. You must enter enough information to identify the cause of the incident and the general severity of

the injury or illness, but you do not need to include details of an intimate or private nature.

What if the outcome changes after you record the case?

If the outcome or extent of an injury or illness changes after you have recorded the case, simply draw a line through the original entry or, if you wish, delete or white-out the original entry. Then write the new entry where it belongs. Remember, you need to record the most serious outcome for each case.

Classifying injuries

An injury is any wound or damage to the body resulting from an event in the work environment.

Examples: Cut, puncture, laceration, abrasion, fracture, bruise, contusion, chipped tooth, amputation, insect bite, electrocution, or a thermal, chemical, electrical, or radiation burn. Sprain and strain injuries to muscles, joints, and connective tissues are classified as injuries when they result from a slip, trip, fall or other similar accidents.

Classifying illnesses

Skin diseases or disorders

Skin diseases or disorders are illnesses involving the worker’s skin that are caused by work exposure to chemicals, plants, or other substances.

Examples: Contact dermatitis, eczema, or rash caused by primary irritants and sensitizers or poisonous plants; oil acne; friction blisters, chrome ulcers; inflammation of the skin.

Respiratory conditions

Respiratory conditions are illnesses associated with breathing hazardous biological agents, chemicals, dust, gases, vapors, or fumes at work.

Examples: Silicosis, asbestosis, pneumonitis, pharyngitis, rhinitis or acute congestion; farmer’s lung, beryllium disease, tuberculosis, occupational asthma, reactive airways dysfunction syndrome (RADS), chronic obstructive pulmonary disease (COPD), hypersensitivity pneumonitis, toxic inhalation injury, such as metal fume fever, chronic obstructive bronchitis, and other pneumoconioses.

Poisoning

Poisoning includes disorders evidenced by abnormal concentrations of toxic substances in blood, other tissues, other bodily fluids, or the breath that are caused by the ingestion or absorption of toxic substances into the body.

Examples: Poisoning by lead, mercury,

cadmium, arsenic, or other metals; poisoning by carbon monoxide, hydrogen sulfide, or other gases; poisoning by benzene, benzol, carbon tetrachloride, or other organic solvents; poisoning by insecticide sprays, such as parathion or lead arsenate; poisoning by other chemicals, such as formaldehyde.

Hearing Loss

Noise-induced hearing loss is defined for recordkeeping purposes as a change in hearing threshold relative to the baseline audiogram of an average of 10 dB or more in either ear at 2000, 3000 and 4000 hertz, and the employee’s total hearing level is 25 decibels (dB) or more above audiometric zero (also averaged at 2000, 3000, and 4000 hertz) in the same ear(s).

All other illnesses

All other occupational illnesses.

Examples: Heatstroke, sunstroke, heat exhaustion, heat stress and other effects of environmental heat; freezing, frostbite, and other effects of exposure to low temperatures; decompression sickness; effects of ionizing radiation (isotopes, x-rays, radium); effects of nonionizing radiation (welding flash, ultra-violet rays, lasers); anthrax; bloodborne pathogenic diseases, such as AIDS, HIV, hepatitis B or hepatitis C; brucellosis; malignant or benign tumors; histoplasmosis; coccidioidomycosis.

When must you post the Summary?

You must post the *Summary* only — not the *Log* — by February 1 of the year following the year covered by the form and keep it posted until April 30 of that year.

How long must you keep the Log and Summary on file?

You must keep the *Log* and *Summary* for 5 years following the year to which they pertain.

Do you have to send these forms to OSHA at the end of the year?

No. You do not have to send the completed forms to OSHA unless specifically asked to do so.

How can we help you?

If you have a question about how to fill out the *Log*,

- ☐ **visit us online at www.osha.gov** or
- ☐ **call your local OSHA office.**

Optional

Calculating Injury and Illness Incidence Rates

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, *and* for both rates the instructions in paragraph (c).

(a) *To find out the total number of recordable injuries and illnesses that occurred during the year*, count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (G), (H), (I), and (J).

(b) *To find out the number of injuries and illnesses that involved days away from work*, count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column

(H) on the OSHA Form 300A.

(c) *The number of hours all employees actually worked during the year*. Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

$$\frac{\text{Total number of injuries and illnesses} \times 200,000}{\text{Number of hours worked by all employees}} = \text{Total recordable case rate}$$

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

$$\frac{(\text{Number of entries in column H} + \text{Number of entries in column I}) \times 200,000}{\text{Number of hours worked by all employees}} = \text{DART incidence rate}$$

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by

various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

Worksheet

Total number of injuries and illnesses

Number of hours worked by all employees

Total recordable case rate

X 200,000 ÷ =

Number of entries in Column H + Column I

Number of hours worked by all employees

DART incidence rate

X 200,000 ÷ =

How to Fill Out the Log

The *Log of Work-Related Injuries and Illnesses* is used to classify work-related injuries and illnesses and to note the extent and severity of each case. When an incident occurs, use the *Log* to record specific details about what happened and how it happened.

If your company has more than one establishment or site, you must keep separate records for each physical location that is expected to remain in operation for one year or longer.

We have given you several copies of the *Log* in this package. If you need more than we provided, you may photocopy and use as many as you need.

The *Summary* — a separate form — shows the work-related injury and illness totals for the year in each category. At the end of the year, count the number of incidents in each category and transfer the totals from the *Log* to the *Summary*. Then post the *Summary* in a visible location so that your employees are aware of injuries and illnesses occurring in their workplace.

You don't post the Log. You post only the Summary at the end of the year.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20____

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name XYZ Company

City Anywhere State MA

Identify the person			Describe the case			Classify the case CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g. Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Remained at Work				Away from work	On job transfer or restriction	(M) Injury					
						Death	Days away from work	Job transfer or restriction	Other recordable cases	(K) days	(L) days	(1) Injury	(2) Skin disorders	(3) Respiratory conditions	(4) Poisoning	(5) Hearing loss	(6) All other illnesses
1	Mark Bagin	Welder	5 / 25 month/day	basement	fracture, left arm and left leg, fell from ladder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12	15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Shana Alexander	Foundry man	7 / 2 month/day	pouring deck	poisoning from lead fumes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	____	30	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Sam Sander	Electrician	8 / 5 month/day	2nd floor storeroom	broken left foot, fell over box	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7	30	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Ralph Boccella	Laborer	9 / 17 month/day	packaging dept	Back strain lifting boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3	____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Jarrold Daniels	Machine opr.	10 / 23 month/day	production floor	dust in eye	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	____	____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Be as specific as possible. You can use two lines if you need more room.

Revise the log if the injury or illness progresses and the outcome is more serious than you originally recorded for the case. Cross out, erase, or white-out the original entry.

Choose ONLY ONE of these categories. Classify the case by recording the most serious outcome of the case, with column G (Death) being the most serious and column J (Other recordable cases) being the least serious.

Note whether the case involves an injury or an illness.

OSHA’s Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name _____

City _____ State _____

Identify the person			Describe the case			Classify the case												
(A) Case no.	(B) Employee’s name	(C) Job title <i>(e.g., Welder)</i>	(D) Date of injury or onset of illness	(E) Where the event occurred <i>(e.g., Loading dock north end)</i>	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill <i>(e.g., Second degree burns on right forearm from acetylene torch)</i>	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:	Check the “Injury” column or choose one type of illness:							
						Remained at Work				Away from work	On job transfer or restriction	(M)						
						Death	Days away from work	Job transfer or restriction	Other record-able cases	(K)	(L)	Injury	Skin disorder	Respiratory condition	Poisoning	Hearing loss	All other illnesses	
						(G)	(H)	(I)	(J)			(1)	(2)	(3)	(4)	(5)	(6)	
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Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page ____ of ____

Injury

Skin disorder

Respiratory condition

Poisoning

Hearing loss

All other illnesses

(1)

(2)

(3)

(4)

(5)

(6)

OSHA’s Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you’ve added the entries from every page of the Log. If you had no cases, write “0.”

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA’s recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
_____	_____	_____	_____
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
_____	_____
(K)	(L)

Injury and Illness Types

Total number of . . . (M)	
(1) Injuries	_____
(2) Skin disorders	_____
(3) Respiratory conditions	_____
(4) Poisonings	_____
(5) Hearing loss	_____
(6) All other illnesses	_____

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name

Street

CityStateZIP

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees

Total hours worked by all employees last year

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

() - / /

Title

Phone

Date

Optional

Worksheet to Help You Fill Out the Summary

At the end of the year, OSHA requires you to enter the average number of employees and the total hours worked by your employees on the summary. If you don't have these figures, you can use the information on this page to estimate the numbers you will need to enter on the Summary page at the end of the year.

How to figure the average number of employees who worked for your establishment during the year:

- 1

Add the total number of employees your establishment paid in all pay periods during the year. Include all employees: full-time, part-time, temporary, seasonal, salaried, and hourly.

The number of employees paid in all pay periods = 1
- 2

Count the number of pay periods your establishment had during the year. Be sure to include any pay periods when you had no employees.

The number of pay periods during the year = 2
- 3

Divide the number of employees by the number of pay periods.

1

2

= 3
- 4

Round the answer to the next highest whole number. Write the rounded number in the blank marked *Annual average number of employees*.

The number rounded = 4

For example, Acme Construction figured its average employment this way:

For pay period...	Acme paid this number of employees...		
1	10	Number of employees paid = 830	1
2	0		
3	15	Number of pay periods = 26	2
4	30		
5	40	830 ÷ 31.92	3
▼	▼	26	
24	20	31.92 rounds to 32	4
25	15		
26	+10	32 is the annual average number of employees	
	830		

How to figure the total hours worked by all employees:

Include hours worked by salaried, hourly, part-time and seasonal workers, as well as hours worked by other workers subject to day to day supervision by your establishment (e.g., temporary help services workers).

Do not include vacation, sick leave, holidays, or any other non-work time, even if employees were paid for it. If your establishment keeps records of only the hours paid or if you have employees who are not paid by the hour, please estimate the hours that the employees actually worked.

If this number isn't available, you can use this optional worksheet to estimate it.

Optional Worksheet

- Find the number of full-time employees in your establishment for the year.
- X

Multiply by the number of work hours for a full-time employee in a year.
- This is the number of full-time hours worked.
- +

Add the number of any overtime hours as well as the hours worked by other employees (part-time, temporary, seasonal)
- Round the answer to the next highest whole number. Write the rounded number in the blank marked *Total hours worked by all employees last year*.

OSHA’s Form 301

Injury and Illness Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers’ compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA’s recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____

Title _____

Phone (____)____-____ Date ____/____/____

Information about the employee

- 1) Full name _____
- 2) Street _____

City _____ State _____ ZIP _____
- 3) Date of birth ____/____/____
- 4) Date hired ____/____/____
- 5) ☐ Male
☐ Female

Information about the physician or other health care professional

- 6) Name of physician or other health care professional _____

- 7) If treatment was given away from the worksite, where was it given?

Facility _____

Street _____

City _____ State _____ ZIP _____
- 8) Was employee treated in an emergency room?
☐ Yes
☐ No
- 9) Was employee hospitalized overnight as an in-patient?
☐ Yes
☐ No

Information about the case

- 10) Case number from the Log _____ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness ____/____/____
- 12) Time employee began work _____ AM / PM
- 13) Time of event _____ AM / PM ☐ Check if time cannot be determined
- 14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* “climbing a ladder while carrying roofing materials”; “spraying chlorine from hand sprayer”; “daily computer key-entry.”
- 15) **What happened?** Tell us how the injury occurred. *Examples:* “When ladder slipped on wet floor, worker fell 20 feet”; “Worker was sprayed with chlorine when gasket broke during replacement”; “Worker developed soreness in wrist over time.”
- 16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected; be more specific than “hurt,” “pain,” or sore.” *Examples:* “strained back”; “chemical burn, hand”; “carpal tunnel syndrome.”
- 17) **What object or substance directly harmed the employee?** *Examples:* “concrete floor”; “chlorine”; “radial arm saw.” *If this question does not apply to the incident, leave it blank.*
- 18) **If the employee died, when did death occur?** Date of death ____/____/____

If You Need Help...

If you need help deciding whether a case is recordable, or if you have questions about the information in this package, feel free to contact us. We'll gladly answer any questions you have.

▼ Visit us online at www.osha.gov

▼ Call your OSHA Regional office
and ask for the recordkeeping
coordinator

or

▼ Call your State Plan office

Federal Jurisdiction

Region 1 - 617 / 565-9860
**Connecticut; Massachusetts; Maine; New
Hampshire; Rhode Island**

Region 2 - 212 / 337-2378
New York; New Jersey

Region 3 - 215 / 861-4900
DC; Delaware; Pennsylvania; West Virginia

Region 4 - 404 / 562-2300
Alabama; Florida; Georgia; Mississippi

Region 5 - 312 / 353-2220
Illinois; Ohio; Wisconsin

Region 6 - 214 / 767-4731
Arkansas; Louisiana; Oklahoma; Texas

Region 7 - 816 / 426-5861
Kansas; Missouri; Nebraska

Region 8 - 303 / 844-1600
**Colorado; Montana; North Dakota; South
Dakota**

Region 9 - 415 / 975-4310

Region 10 - 206 / 553-5930
Idaho

State Plan States

Alaska - 907 / 269-4957

Arizona - 602 / 542-5795

California - 415 / 703-5100

*Connecticut - 860 / 566-4380

Hawaii - 808 / 586-9100

Indiana - 317 / 232-2688

Iowa - 515 / 281-3661

Kentucky - 502 / 564-3070

Maryland - 410 / 767-2371

Michigan - 517 / 322-1848

Minnesota - 651 / 284-5050

Nevada - 702 / 486-9020

*New Jersey - 609 / 984-1389

New Mexico - 505 / 827-4230

*New York - 518 / 457-2574

North Carolina - 919 / 807-2875

Oregon - 503 / 378-3272

Puerto Rico - 787 / 754-2172

South Carolina - 803 / 734-9669

Tennessee - 615 / 741-2793

Utah - 801 / 530-6901

Vermont - 802 / 828-2765

Virginia - 804 / 786-6613

Virgin Islands - 340 / 772-1315

Washington - 360 / 902-5601

Wyoming - 307 / 777-7786

*Public Sector only



U.S. Department of Labor
Occupational Safety and Health Administration

Have questions?

If you need help in filling out the *Log* or *Summary*, or if you have questions about whether a case is recordable, contact us. We'll be happy to help you. You can:

- ▼ Visit us online at: **www.osha.gov**
- ▼ Call your regional or state plan office. You'll find the phone number listed inside this cover.

Appendix C

Health Risk Evaluation for Carbon Dioxide (CO₂)

General Information

Carbon dioxide (CO₂) is a colorless, odorless, non-flammable gas that is a product of cellular respiration and burning of fossil fuels. It has a molecular weight of 44.01g/mol (NIOSH 1976). Although it is typically present as a gas, carbon dioxide also can be a solid form as dry ice and liquefied, depending on temperature and pressure (Nelson 2000). This gas is utilized by many types of industry including breweries, mining ore, and manufacturing of carbonated drinks, drugs, disinfectants, pottery, and baking powder (NIOSH 1976). It also is a primary gas associated with volcanic eruptions (Farrar et al. 1999; IVHHN 2005). CO₂ acts to displace oxygen, making compressed CO₂ the main ingredient in fire extinguishers (MDPH 2005). Occupations that are most at risk from CO₂ exposure include miners, brewers, carbonated beverage workers, and grain elevator workers (CCOHS 2005; Nelson 2000).

CO₂ is present in the atmosphere at 0.035% (Aerias 2005; CCOHS 2005). In terms of worker safety, Occupational Safety and Health Administration (OSHA) has set a permissible exposure limit (PEL) for CO₂ of 5,000 parts per million (ppm) over an 8-hour work day, which is equivalent to 0.5% by volume of air. Similarly, the American Conference of Governmental Industrial Hygienists (ACGIH) TLV (threshold limit value) is 5,000 ppm for an 8-hour workday, with a ceiling exposure limit of 30,000 ppm for a 10-minute period based on acute inhalation data (MDPH 2005; NIOSH 1976). A value of 40,000 ppm is considered immediately dangerous to life and health based on the fact that a 30-minute exposure to 50,000 ppm produces intoxication, and concentrations greater than that (7-10%) produce unconsciousness (NIOSH 1996; Tox. Review 2005). Additionally, acute toxicity data show the lethal concentration low (LC_{Lo}) for CO₂ is 90,000 ppm (9%) over 5 minutes (NIOSH 1996). See Table 1 for a listing of regulatory agency standards for acceptable CO₂ concentrations in the workplace. CO₂ is a good indicator of proper building ventilation and indoor air exchange rates. Consequently, it is measured in buildings to determine if the indoor air is adequate for humans to occupy the building (MDPH 2005).

Table 1 Agency Standards for CO₂ in the Workplace.

Agency	Low end CO₂ Concentration (ppm)¹	High-end CO₂ Concentration (ppm)²
OSHA PEL	5,000 TWA	30,000 STEL
ACGIH TLV	5,000 TWA	30,000 STEL
NIOSH REL	5,000 TWA	30,000 STEL

¹ Applies to CO₂ concentration in the workplace considered safe for a 40-hour week.

² Based on a 10-minute period for NIOSH and a 15-minute period for OSHA and ACGIH.

PEL = Permissible Exposure Limit

TLV = Threshold Limit Value

REL= Recommended Exposure Limit

TWA= Time Weighted Average

STEL= Short Term Exposure Limit

Although normal levels of CO₂ are considered harmless, under the right conditions, CO₂ can cause adverse health effects. High concentrations of CO₂ in confined areas can be potentially

dangerous. CO₂ may act as an oxygen displacer in confined spaces and cause a number of reactions. These reactions include, but are not limited to, dizziness, disorientation, suffocation, and under certain circumstances, death. Death occurs when there is a depression of the central nervous system (CNS) with prolonged exposure to high levels of CO₂ and the body's compensatory mechanisms are overwhelmed or fail (Farrar et al. 1999; IVHHN 2005; Nelson 2000; NIOSH 1976; NIOSH 1996).

Toxicology of CO₂

CO₂ is considered to be a potential inhalation toxicant and a simple asphyxiate (Aerias 2005; NIOSH 1976; Priestly 2003). It enters the body from the atmosphere through the lungs, is distributed to the blood, and may cause an acid-base imbalance, or acidosis, with subsequent CNS depression (Nelson 2000; Priestly 2003). Acidosis is caused by an overabundance of CO₂ in the blood. Under normal physiological circumstances, there is a higher concentration of CO₂ in the blood than in the lungs, forming a concentration gradient, where blood CO₂ diffuses into the lungs and then is exhaled. An increase in inhaled CO₂ and subsequent reaction with water in the blood forms carbonic acid (H₂CO₃), which then dissociates into hydrogen ions [H⁺] and bicarbonate [HCO₃⁻]. The excess CO₂ shifts the equilibrium toward the creation of more hydrogen ions, thus creating an acidic environment (see equation below). During respiratory acidosis, the pH of the blood becomes less than 7.35 (Priestly 2003).



Electrolyte imbalance occurs due to decreased blood plasma chloride, potassium, and calcium and increased blood plasma sodium. Furthermore, the oxygen depleted environment does not allow for cells in the body to obtain the oxygen they need to survive. Fortunately, the body compensates for the excess in H⁺ ions by binding of the protons to hemoglobin. In addition, the lungs attempt to compensate by removing the excess CO₂, which is the reason rapid breathing is apparent during acute CO₂ exposure. After prolonged exposure, the kidney begins to balance blood pH by retaining bicarbonate and excreting hydrogen ions to correct acidosis (Priestly 2003).

Symptoms related to acute CO₂ exposure are shown in Table 2 (Aerias 2005; IVHHN 2005). Treatment to high exposures of this compound involves removing the victim from the confined space or oxygen inadequate environment, and increasing the oxygen supply to the exposed individual (MSDS for CO₂ 2003; Nelson 2000; Priestly 2003). The condition of acidosis is reversible upon removal from a high CO₂ environment.

Table 2 Symptoms from Low to High Concentrations of CO₂

%CO ₂	Symptoms
2 to 3	Shortness of breath, deep breathing
5	Breathing becomes heavy, sweating, pulse quickens
7.5	Headaches, dizziness, restlessness, breathlessness, increased heart rate and blood pressure, visual distortion
10	Impaired hearing, nausea, vomiting, loss of consciousness
30	Coma, convulsions, death

Animal and Epidemiological Studies

Numerous animal studies have been performed to study CO₂ toxicity. Monkeys with implanted electrodes in areas of the brain were exposed to concentrations from 0-30% CO₂, and electrical activity was recorded. This study showed that as CO₂ concentrations increased, the time to obtain electrical stimulation also increased, indicating CNS depression (NIOSH 1976). Rat and guinea pig exposure to higher concentrations of CO₂ indirectly caused a decrease in lung stability. Studies have indicated further that respiratory acidosis was followed by fluid build up and a decrease in lung surface tension in the male guinea pig. Most animal studies concluded adverse effects on the lungs. However, cardiac, kidney, and reproductive effects also have been shown in animals as a result of exposure to high levels of CO₂ (NIOSH 1976).

Epidemiological studies have been performed to observe human toxicity to CO₂, as well. Normal blood concentrations of CO₂ act physiologically to stimulate the CNS, while extremely high concentrations exert CNS depression (CCOHS 2005; NIOSH 1976). Within 1 minute of exposure to 20-30% CO₂, unconsciousness and convulsions occur in humans. Neurologic symptoms including eye and extremity twitching, and convulsions have been observed in humans after CO₂ exposure (CCOHS 2005; NIOSH 1976).

Occupational Exposure

For centuries, miners have been aware of the occupational hazard of “black damp,” a condition of low oxygen levels in mine shafts (Cable 2004; NIOSH 1976). It was common for miners to send a candle or mouse into the mine prior to entering and watch for the candle to extinguish or the mouse to lose consciousness, indicating a lack of oxygen, hence, a poor working environment (NIOSH 1976). Brewers also are confronted with the potential of CO₂ poisoning. Yeast releases CO₂ as a byproduct in the process of fermenting alcohol (Nelson 2000; Tox. Review 2005).

Brewers entering enclosed areas, such as cleaning out tanks subsequent to fermentation, could be overcome by high levels of CO₂. A study on brewery workers determined that they are exposed to 1.08% over an 8-hour workday on average (Nelson 2000; NIOSH 1976; Tox. Review 2005). CO₂ is also a byproduct of metabolic activity of organic grains. Therefore, employees working in grain elevators and silos, where stored grain produces 37% CO₂ during oxidation of carbohydrates, are at risk for high levels of CO₂ exposure (Nelson 2000; NIOSH 1976).

From long-term exposure to 3% CO₂, submarine workers have shown symptoms such as flushing of the skin, a fall in blood pressure, and decreased oxygen consumption (CCOHS 2005). However, long-term exposure to low concentrations of CO₂ has not resulted in asphyxiation; adaptive physiological mechanisms to long-term exposure have been reported (CCOHS 2005).

Other Exposures

At CO₂ levels greater than 0.5%, adverse health affects are present in humans, animals, and plants. Plants utilize CO₂ as a primary ingredient in photosynthesis and depend on the gas for survival. However, under concentrated conditions, plant roots can actually be suffocated, which inhibits the uptake of nutrients, and subsequently kills the plants (Farrar et al. 1999; NIOSH 1976). This phenomenon was noted in Mammoth, California, recognized for infrequent, yet recent volcanic activity. Researchers investigating this phenomenon discovered concentrations as high as 95% CO₂ by volume from magmatic emissions (Farrar et al. 1999). These elevated

concentrations were measured in pits in the snow and soil, buildings with poor ventilation, and in belowground valve boxes in the vicinity of Mammoth Mountain. Accumulation in pits and wells occurs due to the fact that CO₂ is denser than air and may slowly accumulate (IVHHN 2005). Specifically, soil gas levels of CO₂ in a snow well in Mammoth were measured at 70% after the death of a skier in the vicinity of the well (Farrar et al. 1999; IVHHN 2005).

Several erupting volcanoes have claimed the lives of people for centuries due to CO₂ exposure. The gas is more dense than that of ambient air (1.8 g/L at 25°C and 1 atm), and therefore, the excess CO₂ flows down the side of the mountain and is trapped near the ground surface (IVHHN 2005). Dieng Plateau, Indonesia released a CO₂ cloud with concentrations of 98-99%, killing approximately 142 villagers (IVHHN 2005). Mount Vesuvius, a volcano in Italy, has claimed the lives of many people due to measured concentrations of up to 100% CO₂.

Several other accounts of excess CO₂ exposure have been recorded. A couple in West Virginia experienced symptoms of CO₂ exposure, including mild confusion, headaches, and blurred vision, from CO₂ levels of 9.5% in their basement crawl space. The West Virginia department of Environmental Protection revealed that their home was receiving high concentrations of CO₂ because it was built above a reclaimed surface and an abandoned deep coal mine (Cable 2004; PGS no date)). Another episode of CO₂ poisoning occurred in a poorly ventilated walk-in refrigerator, where a 50-year-old man was found dead among 15 blocks of dry ice. The off-gassing of the dry ice and non-functional ventilation system was blamed for his death (Nelson 2000).

Conclusions

CO₂ is a naturally occurring atmospheric gas that is considered safe at levels below 0.5% according to OSHA standards (CCOHS 2005). However, occupational hazards related to CO₂ exposure may occur under certain conditions. The American Society of Heating, Refrigerating, and Air Conditioning Engineer, Inc., recommends that indoor air CO₂ levels be less than 700 ppm above the outdoor air concentration of CO₂ (Aerias 2005).

In addition to potential indoor exposure, high concentrations of CO₂ can collect outdoors. Outdoor exposure can occur where CO₂ is venting from below ground sources such as mining operations, natural gas production, and magmatic emissions. Aboveground sources of exposure can occur during volcanic eruptions. External air factors are mostly related to the fact that CO₂ is denser than ambient air and therefore, tends to accumulate near the ground surface (IVHHN 2005).

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Workers' Rights

OSHA 3021-09R 2011



Occupational Safety and Health Act of 1970

"To assure safe and healthful working conditions for working men and women; by authorizing enforcement of the standards developed under the Act; by assisting and encouraging the States in their efforts to assure safe and healthful working conditions; by providing for research, information, education, and training in the field of occupational safety and health..."

This publication provides a general overview of worker rights under the Occupational Safety and Health Act (OSH Act). This publication does not alter or determine compliance responsibilities which are set forth in OSHA standards and the OSH Act. Moreover, because interpretations and enforcement policy may change over time, for additional guidance on OSHA compliance requirements the reader should consult current administrative interpretations and decisions by the Occupational Safety and Health Review Commission and the courts.

This document, *Workers' Rights*, replaces *Employee Workplace Rights*.

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This information will be made available to sensory-impaired individuals upon request. Voice phone: (202) 693-1999; tele-typewriter (TTY) number: 1-877-889-5627.

Workers' Rights

U.S. Department of Labor

Occupational Safety and Health Administration

OSHA 3021-09R 2011



U.S. Department of Labor
Hilda L. Solis, Secretary of Labor

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Introduction

Worker Protection is the Law of the Land

You have the right to a safe workplace. The *Occupational Safety and Health Act of 1970* (OSH Act) was passed to prevent workers from being killed or otherwise harmed at work. The law requires employers to provide their employees with working conditions that are free of known dangers. The OSH Act created the Occupational Safety and Health Administration (OSHA), which sets and enforces protective workplace safety and health standards. OSHA also provides information, training and assistance to employers and workers.

Contact us if you have questions or want to file a complaint. We will keep your information confidential.
We are here to help you.

Workers' Rights under the OSH Act

The OSH Act gives workers the right to safe and healthful working conditions. It is the duty of employers to provide workplaces that are free of known dangers that could harm their employees. This law also gives workers important rights to participate in activities to ensure their protection from job hazards. This booklet explains workers' rights to:

- File a confidential complaint with OSHA to have their workplace inspected.
- Receive information and training about hazards, methods to prevent harm, and the OSHA standards that apply to their workplace. The training must be done in a language and vocabulary workers can understand.
- Review records of work-related injuries and illnesses that occur in their workplace.
- Receive copies of the results from tests and monitoring done to find and measure hazards in the workplace.
- Get copies of their workplace medical records.
- Participate in an OSHA inspection and speak in private with the inspector.
- File a complaint with OSHA if they have been retaliated or discriminated against by their employer as the result of requesting an inspection or using any of their other rights under the OSH Act.

- File a complaint if punished or discriminated against for acting as a “whistleblower” under the additional 20 federal statutes for which OSHA has jurisdiction.

A job must be safe or it cannot be called a good job. OSHA strives to make sure that every worker in the nation goes home unharmed at the end of the work-day, the most important right of all.

Employer Responsibilities

Employers have the responsibility to provide a safe workplace. **Employers MUST provide their employees with a workplace that does not have serious hazards and must follow all OSHA safety and health standards.** Employers must find and correct safety and health problems. OSHA further requires that employers must try to eliminate or reduce hazards first by making feasible changes in working conditions – switching to safer chemicals, enclosing processes to trap harmful fumes, or using ventilation systems to clean the air are examples of effective ways to get rid of or minimize risks – rather than just relying on personal protective equipment such as masks, gloves, or earplugs.

Employers **MUST** also:

- Inform employees about hazards through training, labels, alarms, color-coded systems, chemical information sheets and other methods.
- Train employees in a language and vocabulary they can understand.
- Keep accurate records of work-related injuries and illnesses.
- Perform tests in the workplace, such as air sampling, required by some OSHA standards.
- Provide hearing exams or other medical tests required by OSHA standards.
- Post OSHA citations and injury and illness data where workers can see them.
- Notify OSHA within eight hours of a workplace fatality or when three or more workers are hospitalized.
- Prominently display the official OSHA poster that

describes rights and responsibilities under the OSH Act.

Who Does OSHA Cover

Private Sector Workers

Most employees in the nation come under OSHA's jurisdiction. OSHA covers most private sector employers and employees in all 50 states, the District of Columbia, and other U.S. jurisdictions either directly through Federal OSHA or through an OSHA-approved state plan. State-run health and safety plans must be at least as effective as the Federal OSHA program. To find the contact information for the OSHA Federal or State Program office nearest you, call 1-800-321-OSHA (6742) or go to www.osha.gov.

State and Local Government Workers

Employees who work for state and local governments are not covered by Federal OSHA, but have OSH Act protections if they work in those states that have an OSHA-approved state plan. The following 22 states or territories have OSHA-approved programs:

Alaska	Arizona	California
Hawaii	Indiana	Iowa
Kentucky	Maryland	Michigan
Minnesota	Nevada	New Mexico
North Carolina	Oregon	South Carolina
Tennessee	Utah	Vermont
Virginia	Washington	Wyoming
Puerto Rico		

Four additional states and one U.S. territory have OSHA-approved plans that cover public sector employees only:

Connecticut	Illinois	New Jersey
New York	Virgin Islands	

Private sector workers in these four states and the Virgin Islands are covered by Federal OSHA.

Federal Government Workers

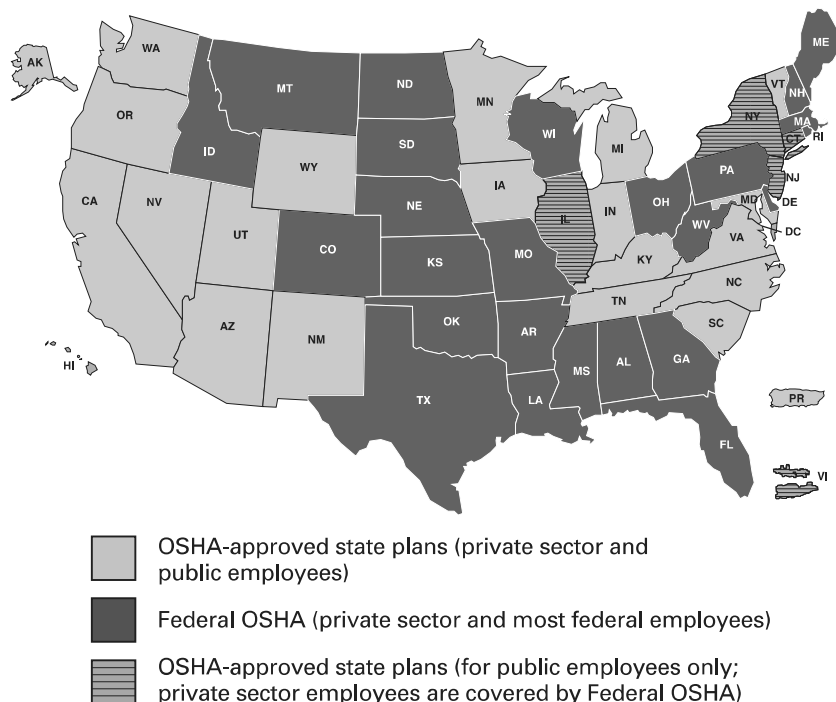
Federal agencies must have a safety and health program that meets the same standards as private employers. Although OSHA does not fine federal agencies, it does monitor federal agencies and

responds to workers' complaints. The United States Postal Service (USPS) is covered by OSHA.

Not Covered under the OSH Act

- Self-employed;
- Immediate family members of farm employers; and
- Workplace hazards regulated by another federal agency (for example, the Mine Safety and Health Administration, Federal Aviation Administration, Coast Guard).

OSHA-Approved State Plans



Worker Rights in State-Plan States

States that assume responsibility for their own occupational safety and health programs must have provisions at least as effective as Federal OSHA's, including the protection of employee rights.

Any interested person or group, including employees, with a complaint concerning the operation or administration of a state program may submit a complaint to the appropriate Federal OSHA regional administrator. (See contact list at the end of this booklet). This is called a Complaint About State Program Administration (CASPA). The complainant's name will be kept confidential. The

OSHA regional administrator will investigate all such complaints, and where complaints are found to be valid, require appropriate corrective action on the part of the state.

Right to a Safe and Healthful Workplace

Employers' "General Duty"

Employers have the responsibility to provide a safe and healthful workplace that is free from serious recognized hazards. This is commonly known as the General Duty Clause of the OSH Act.

OSHA Standards: Protection on the Job

OSHA standards are rules that describe the methods that employers must use to protect their employees from hazards. There are four groups of OSHA standards: General Industry, Construction, Maritime, and Agriculture. (General Industry is the set that applies to the largest number of workers and worksites). These standards are designed to protect workers from a wide range of hazards.

These standards also limit the amount of hazardous chemicals, substances, or noise that workers can be exposed to; require the use of certain safe work practices and equipment; and require employers to monitor certain hazards and keep records of workplace injuries and illnesses.

Examples of OSHA standards include requirements to:

- Provide fall protection, such as a safety harness and lifeline;
- Prevent trenching cave-ins;
- Ensure the safety of workers who enter confined spaces such as manholes or grain bins;
- Prevent exposure to high levels of noise that can damage hearing;
- Put guards on machines;
- Prevent exposure to harmful levels of substances like asbestos and lead;
- Provide workers with respirators and other needed safety equipment (in almost all cases, free of charge);

- Provide healthcare workers with needles and sharp instruments that have built-in safety features to prevent skin punctures or cuts that could cause exposure to infectious diseases; and
- Train workers using a language and vocabulary they understand about hazards and how to protect themselves.

Employers must also comply with the General Duty Clause of the OSH Act. This clause requires employers to keep their workplaces free of serious recognized hazards and is generally cited when no specific OSHA standard applies to the hazard.

Right to be Provided Protective Equipment Free of Charge

In some situations it is not possible to completely eliminate a hazard or reduce exposures to a safe level, so respirators, goggles, earplugs, gloves, or other types of personal protective equipment are often used by themselves or in addition to other hazard control measures. Employers must provide most protective equipment free of charge. Employers are responsible for knowing when protective equipment is needed.

Right to Information

OSHA gives workers and their representatives the right to see information that employers must collect on hazards in the workplace. Workers have the right to know what hazards are present in the workplace and how to protect themselves. Many OSHA standards require various methods that employers must use to inform their employees, such as warning signs, color-coding, signals, and training. Workers must receive their normal rate of pay to attend training that is required by OSHA standards and rules. The training must be in a language and vocabulary that workers can understand.

Right to Know about Chemical Hazards

The Hazard Communication standard, known as the “right-to-know” standard, requires employers to inform and train workers about hazardous chemicals and substances in the workplace. Employers must:

- Provide workers with effective information and training on hazardous chemicals in their work area. This training must be in a language and vocabulary that workers can understand;
- Keep a current list of hazardous chemicals that are in the workplace;
- Make sure that hazardous chemical containers are properly labeled with the identity of the hazardous chemical and appropriate hazard warnings; and
- Have and make available to workers and their representatives Material Safety Data Sheets (MSDS) for each substance that provide detailed information about chemical hazards, their effects, how to prevent exposure, and emergency treatment if an exposure occurs.

Right to Know about Laws and Your Rights

Employers must display the official OSHA Poster, *Job Safety and Health: It's the Law*, in a place where workers will see it. It can be downloaded from the OSHA website, www.osha.gov. Pre-printed copies can also be obtained from OSHA.

Right to Get Copies of Workplace Injury and Illness Records

OSHA's Recordkeeping Rule requires employers in higher-hazard industries with more than ten employees to keep accurate and complete records of work-related injuries and illnesses. (Certain low-hazard workplaces such as offices are not required to keep such records). Employers must record any serious work-related injury or illness on the OSHA Form 300. A serious injury or illness is one that required medical treatment other than first aid, restricted work or days away from work. (Details of each incident are entered on a separate form, the OSHA Form 301). This OSHA Form 300 becomes an ongoing log of all recordable incidents. Each year from February 1 through April 30, employers must post a summary of the injury and illness log from the previous year (OSHA Form 300A) in a place where workers can see it. Workers and their representatives have the right to receive copies of the full OSHA Form 300 log. Following a request, employers must make copies available at the end of the next business day.

These injury and illness logs are important because they provide a comprehensive guide to possible hazards in the workplace that may need correcting. The logs should be used to focus on areas with high injury and illness rates, and to find and fix hazards in order to prevent future occurrences.

Right to Exposure Data

Many OSHA standards require employers to run tests of the workplace environment to find out if their workers are being exposed to harmful levels of hazardous substances such as lead or asbestos, or high levels of noise or radiation. These types of tests are called exposure monitoring. OSHA gives workers the right to get the results of these tests.

Right to Your Medical Records

Some OSHA standards require medical tests to find out if a worker's health has been affected because of exposures at work. For example, employers must test for hearing loss in workers exposed to excessive noise or for decreased lung function in workers exposed to asbestos. Workers have a right to their medical records. Workers' representatives also have a right to review these records but they must first get written permission from the worker to gain access to their medical information.

OSHA Worksite Investigations

OSHA conducts on-site inspections of worksites to enforce the OSHA law that protects workers and their rights. Inspections are initiated without advance notice, conducted using on-site or telephone and facsimile investigations, and performed by highly trained compliance officers. Worksite inspections are conducted based on the following priorities:

- Imminent danger;
- A fatality or hospitalizations;
- Worker complaints and referrals;
- Targeted inspections – particular hazards, high injury rates; and
- Follow-up inspections.

Inspections are conducted without employers knowing when or where they will occur. The employer is not informed in advance that there will be an inspection, regardless of whether it is in response to a complaint or is a programmed inspection.

Right to File a Complaint with OSHA to Request an On-site OSHA Inspection

On-site inspections can be triggered by a worker complaint of a potential workplace hazard or violation. If your workplace has unsafe or unhealthful working conditions, you may want to file a complaint. Often the best and fastest way to get a hazard corrected is to notify your supervisor or employer.

Current workers or their representatives may file a written complaint and ask OSHA to inspect their workplace if they believe there is a serious hazard or that their employer is not following OSHA standards or rules. **Workers and their representatives have the right to ask for an inspection without OSHA telling their employer who filed the complaint.** It is a violation of the Act for an employer to fire, demote, transfer or discriminate in any way against a worker for filing a complaint or using other OSHA rights.

A complaint can be filed in a number of ways:

1. Mail or submit the OSHA Complaint Form – Download the OSHA complaint form from our website (or request a copy from your local OSHA regional or area office), complete it and then fax or mail it back to your nearest OSHA regional or area office. Written complaints that report a serious hazard and are signed by a current worker or representative and submitted to the closest OSHA area office are given priority and are more likely to result in on-site OSHA inspections. A worker or their representative can request (on the form) that OSHA not let their employer know who filed the complaint. Please include your name, address and telephone number so we can contact you to follow up. This information is confidential.

2. Online – Go to the online Complaint Form on the OSHA website, at www.osha.gov. Complaints that are sent in online will most likely be investigated using OSHA's phone/fax system whereby the employer is contacted by phone or fax (not an actual inspection) about the hazard. **A written complaint that reports a serious hazard and is signed by a current worker(s) or their representative and mailed or otherwise submitted to an OSHA area or regional office is more likely to result in an on-site OSHA inspection.** Complaints received online from workers in OSHA-approved state plan states will be forwarded to the appropriate state plan for response.

3. Telephone – Call your local OSHA regional or area office at 1-800-321-OSHA (6742). OSHA staff can discuss your complaint and respond to any questions you have. **If there is an emergency or the hazard is immediately life-threatening, call your local OSHA regional or area office.**

Who else can file a complaint?

Employee representatives, for the purposes of filing a complaint, are defined as any of the following:

- An authorized representative of the employee bargaining unit, such as a certified or recognized labor organization.
- An attorney acting for an employee.
- Any other person acting in a bona fide representative capacity, including, but not limited to, members of the clergy, social workers, spouses and other family members, health care providers and government officials or nonprofit groups and organizations acting upon specific complaints or injuries from individuals who are employees. In general, the affected employee should have requested, or at least approved, the filing of the complaint on his or her behalf.

In addition, anyone who knows about a workplace safety or health hazard may report unsafe conditions to OSHA, and OSHA will investigate the concerns reported.

Rights of Workers during an Inspection

During an inspection, workers or their representatives have the following rights:

- Have a representative of employees, such as the safety steward of a labor organization, go along on the inspection;
- Talk privately with the inspector; and
- Take part in meetings with the inspector before and after the inspection.

When there is no authorized employee representative, the OSHA inspector must talk confidentially with a reasonable number of workers during the inspection.

Workers are encouraged to:

- Point out hazards;
- Describe injuries or illnesses that resulted from these hazards;
- Discuss past worker complaints about hazards; and
- Inform the inspector of working conditions that are not normal during the inspection.

Following the Inspection

At the end of the inspection, the OSHA inspector will meet with the employer and the employee representatives in a closing conference to discuss any violations found and possible methods by which any hazards found will be abated. If it is not practical to hold a joint conference, the compliance officer will hold separate conferences.

When the OSHA area director determines that there has been a violation of OSHA standards, regulations, or other requirements, the area director issues a citation and notification of proposed penalty to an employer. A citation includes a description of the violation and the date by when the corrective actions must be taken. Depending on the situation, OSHA can classify a violation as serious, willful, or repeat. The employer can also be cited for failing to correct a violation for which it has already been cited. Employers must post a copy of a citation in the workplace where employees will see it.

Workers' Rights following Issuance of Citations

Workers and employers can contest citations once they are issued to the employer. Workers may only contest the amount of time the employer is given to correct the hazard. Workers or their representatives must file a notice of contest with the OSHA area office within 15 days of the issuance of a citation.

Employers have the right to challenge whether there is a violation, how the violation is classified, the amount of any penalty, what the employer must do to correct the violation and how long they have to fix it. Workers or their representatives may participate in this appeals process by electing "party status." This is done by filing a written notice with the Occupational Safety and Health Review Commission (OSHRC).

The OSHRC hears appeals of OSHA citations. They are an independent agency separate from the Department of Labor. For more information, write to:

U.S. Occupational Safety and Health
Review Commission
1120 20th Street NW, 9th Floor
Washington, DC 20036
Phone: 202-606-5400 Fax: 202-606-5050
www.oshrc.gov

Right to Information if No Inspection is Conducted or No Citation Issued

The OSHA area director evaluates complaints from employees or their representatives according to the procedures defined in the OSHA Field Operations Manual. If the area director decides not to inspect the workplace, he or she will send a letter to the complainant explaining the decision and the reasons for it.

OSHA will inform complainants that they have the right to request a review of the decision by the OSHA regional administrator. Similarly, in the event that OSHA decides not to issue a citation after an inspection, employees have a right to further clarification from the area director and an informal review by the regional administrator.

Right to Use Your Rights:
Protection from Discrimination
Whistleblower Protection

The OSH Act prohibits employers from discriminating against their employees for using their rights under the OSH Act. These rights include filing an OSHA complaint, participating in an inspection or talking to the inspector, seeking access to employer exposure and injury records, raising a safety or health issue with the employer, or any other workers' rights described above.

Protection from discrimination means that an employer cannot retaliate by taking "adverse action" against workers, such as:

- Firing or laying off;
- Blacklisting;
- Demoting;
- Denying overtime or promotion;
- Disciplining;
- Denying benefits;
- Failing to hire or rehire;
- Intimidation;
- Making threats;
- Reassignment affecting prospects for promotion; or
- Reducing pay or hours.

You can file a **discrimination** complaint with OSHA if your employer has punished you for using any employee rights established under the OSH Act. If you have been retaliated or discriminated against for using your rights, you must file a complaint with OSHA within **30 days of the alleged adverse action**. Contact your local OSHA office by calling 1-800-321-OSHA (6742), or send a letter to your closest regional or area office. No form is required. In states with approved state plans, employees may file a complaint with both the State and Federal OSHA.

If you believe that you have been discriminated against, call 1-800-321-OSHA (6742) to be connected to the nearest OSHA area office to report your complaint. You must file your complaint within 30 days of the alleged discrimination.

Following a complaint, OSHA will contact the complainant and conduct an interview to determine whether an investigation is necessary.

If the evidence shows that the employee has been discriminated against for exercising safety and health rights, OSHA will ask the employer to restore that worker's job, earnings, and benefits. If the employer refuses, OSHA may take the employer to court. In such cases, a Department of Labor attorney will represent the employee to obtain this relief.

If There is a Dangerous Situation at Work

If you believe working conditions are unsafe or unhealthful, we recommend that you bring the conditions to your employer's attention, if possible.

You may file a complaint with OSHA concerning a hazardous working condition at any time. However, you should not leave the worksite merely because you have filed a complaint. If the condition clearly presents a risk of death or serious physical harm, there is not sufficient time for OSHA to inspect, and, where possible, you have brought the condition to the attention of your employer, you may have a legal right to refuse to work in a situation in which you would be exposed to the hazard.

If a worker, with no reasonable alternative, refuses in good faith to expose himself or herself to a dangerous condition, he or she would be protected from subsequent retaliation. The condition must be of such a nature that a reasonable person would conclude that there is a real danger of death or serious harm and that there is not enough time to contact OSHA and for OSHA to inspect. Where possible, the employee must have also sought from his employer, and been unable to obtain, a correction of the condition. For more information, go to www.osha.gov/workers.

Additional Whistleblower Protections

Since passage of the OSH Act in 1970, Congress has expanded OSHA's whistleblower protection authority to protect workers from discrimination under 21 federal laws. These laws protect

employees who report violations of various work-place safety, airline, commercial motor carrier, consumer product, environmental, financial reform, healthcare reform, nuclear, pipeline, public transportation agency, railroad, maritime and securities laws. Complaints must be reported to OSHA within set timeframes following the discriminatory action, as prescribed by each law. These laws, and the number of days employees have to file a complaint, are:

Worker, Environmental and Nuclear Safety Laws

- ***Asbestos Hazard Emergency Response Act*** (90 days) Provides discrimination protection for individuals who report violations of environmental laws relating to asbestos in public or private non-profit elementary and secondary school systems.
- ***Clean Air Act*** (30 days) Provides discrimination protection for employees who, among other things, report violations of this law, which provides for the development and enforcement of standards regarding air quality and air pollution.
- ***Comprehensive Environmental Response, Compensation, and Liability Act*** (30 days) Protects employees who report regulatory violations involving accidents, spills, and other emergency releases of pollutants into the environment. The law also protects employees who report violations related to the clean up of uncontrolled or abandoned hazardous waste sites.
- ***Energy Reorganization Act*** (180 days) Protects certain employees in the nuclear industry who report violations of the Atomic Energy Act. Protected employees include employees of operators, contractors and subcontractors of nuclear power plants licensed by the Nuclear Regulatory Commission, and employees of contractors working with the Department of Energy under a contract pursuant to the Atomic Energy Act.
- ***Federal Water Pollution Control Act (also known as the Clean Water Act)*** (30 days) Provides discrimination protection for employees who,

among other things, report violations of the law controlling water pollution.

- ***Occupational Safety and Health Act of 1970*** (30 days) Provides discrimination protection for employees who exercise a variety of rights guaranteed under this law, such as filing a safety and health complaint with OSHA and participating in an inspection.
- ***Safe Drinking Water Act*** (30 days) Provides discrimination protection for employees who, among other things, report violations of this law, which requires that all drinking water systems assure that their water is potable, as determined by the Environmental Protection Agency.
- ***Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act)*** (30 days) Provides discrimination protection for employees who, among other things, report violations of the law regulating the disposal of solid waste.
- ***Toxic Substances Control Act*** (30 days) Provides discrimination protection for employees who, among other things, report violations of regulations involving the manufacture, distribution, and use of certain toxic substances.

Transportation Industry Laws

- ***Federal Railroad Safety Act*** (180 days) Provides protection to employees of railroad carriers and contractors and subcontractors of those carriers who report an alleged violation of any federal law, rule, or regulation relating to railroad safety or security, or gross fraud, waste, or abuse of federal grants or other public funds intended to be used for railroad safety or security; report, in good faith, a hazardous safety or security condition; refuse to violate or assist in the violation of any federal law, rule, or regulation relating to railroad safety or security; refuse to work when confronted by a hazardous safety or security condition related to the performance of the employee's duties (under imminent danger

circumstances); request prompt medical or first-aid treatment for employment-related injuries; are disciplined for requesting medical or first-aid treatment or for following an order or treatment plan of a treating physician.

- ***International Safe Container Act*** (60 days)
Provides discrimination protection for employees who report violations of this law, which regulates shipping containers.
- ***National Transit Systems Security Act*** (180 days)
Provides protection to public transit employees who, among other things, report an alleged violation of any federal law, rule, or regulation relating to public transportation agency safety or security, or fraud, waste, or abuse of federal grants or other public funds intended to be used for public transportation safety or security; refuse to violate or assist in the violation of any federal law, rule, or regulation relating to public transportation safety or security; report a hazardous safety or security condition; refuse to work when confronted by a hazardous safety or security condition related to the performance of the employee's duties (under imminent danger circumstances).
- ***Pipeline Safety Improvement Act of 2002*** (180 days)
Provides discrimination protection for employees who report violations of the federal laws regarding pipeline safety and security or who refuse to violate such provisions.
- ***Seaman's Protection Act*** (180 days)
Seamen are protected, among other things, for reporting to the Coast Guard or other federal agency a reasonably believed violation of a maritime safety law or regulation prescribed under that law or regulation. The law also protects work refusals where the employee reasonably believes an assigned task would result in serious injury or impairment of health to the seaman, other seamen, or the public and when the seaman sought, and was unable to obtain correction of the unsafe conditions.

- ***Surface Transportation Assistance Act*** (180 days) Provides discrimination protections for truck drivers and other employees relating to the safety of commercial motor vehicles. Coverage includes all buses for hire and freight trucks with a gross vehicle weight greater than 10,001 pounds.
- ***Wendell H. Ford Aviation Investment and Reform Act for the 21st Century*** (90 days) Provides discrimination protection for employees of air carriers, contractors, or subcontractors of air carriers who, among other things, raise safety concerns.

Fraud Prevention Laws

- ***Affordable Care Act (ACA)*** (180 days) Protects employees who report violations of any provision of Title I of the ACA, including but not limited to discrimination based on an individual's receipt of health insurance subsidies, the denial of coverage based on a preexisting condition, or an insurer's failure to rebate a portion of an excess premium.
- ***Consumer Financial Protection Act of 2010, Section 1057 of the Dodd-Frank Wall Street Reform and Consumer Protection Act*** (180 days) Protects employees who report perceived violations of any provision of the Dodd-Frank Act, which encompasses nearly every aspect of the financial services industry. The law also protects employees who report violations of any rule, order, standard or prohibition prescribed by the Bureau of Consumer Financial Protection.
- ***Section 806 of the Sarbanes-Oxley Act of 2002 (SOX)*** (180 days) Protects employees of certain companies who report alleged mail, wire, bank or securities fraud; violations of the Securities and Exchange Commission (SEC) rules and regulations; or violations of Federal laws related to fraud against shareholders. The law covers employees of publically traded companies and companies required to file certain reports with the SEC.

Consumer Safety Laws

- ***Consumer Product Safety Improvement Act (CPSIA)*** (180 days) Protects employees who report to their employer, the federal government, or a state attorney general reasonably perceived violations of any statute or regulation within the jurisdiction of the Consumer Product Safety Commission (CPSC). CPSIA covers employees of consumer product manufacturers, importers, distributors, retailers, and private labelers.
- ***FDA Food Safety Modernization Act (FSMA)*** (180 days) Protects employees of food manufacturers, distributors, packers, and transporters for reporting a violation of the Food, Drug, and Cosmetic Act, or a regulation promulgated under this law. Employees are also protected from retaliation for refusing to participate in a practice that violates this law.

If you believe that you have been discriminated against, call 1-800-321-OSHA (6742) to be connected to the nearest OSHA office to report your complaint.

More Resources and Information

Education/Training/Information

Workers or their representatives can ask OSHA confidential questions about workplace hazards or OSHA rights. Call the local area office nearest you or dial 1-800-321-OSHA (6742). You can also e-mail OSHA a question from our website (www.osha.gov). Workers and their representatives can also ask the local OSHA area office to conduct seminars or workshops on job hazards or other OSHA issues. Contact your local OSHA office.

Susan Harwood Training and Education Grants

OSHA provides grants to nonprofit organizations representing employees and/or employers to provide worker education and training on serious job hazards and avoidance/prevention strategies.

Information on OSHA Inspections

OSHA's website allows users to research an employer's inspection history through its Establishment Search by entering the company name and the dates they want to cover. Users can also find the most commonly cited hazards by industry.

OSHA Educational Materials

OSHA has many types of educational materials available in print or online, including:

- **Brochures/booklets** cover a wide variety of job hazards and other topics;
- **Fact Sheets** and **QuickFacts** contain basic background information on safety and health hazards;
- **Guidance documents** provide detailed examinations of specific safety and health issues;
- **Online Safety and Health Topics Pages;**
- **Posters;**
- **QuickCards™** are small, laminated cards that provide brief workers' rights and safety and health information; and
- **QuickTakes** is OSHA's free, twice-monthly online newsletter. To sign up for *QuickTakes* visit OSHA's website at www.osha.gov and click on *QuickTakes* at the top of the page.

To view materials available online or for a listing of free publications, visit OSHA's website at www.osha.gov. You can also call 1-800-321-OSHA (6742) to order publications.

OSHA Consultation Service for Small Employers

Workers should know about OSHA's consultation services that provide **free assistance** to small employers to help them identify and correct hazards, as well as to improve their injury and illness prevention programs. Most of these services are delivered on site by state government agencies or universities using well-trained professional staff.

Consultation services are available to employers with fewer than 250 workers at a single workplace, and no more than 500 employees nationwide. These programs are largely funded by OSHA and

are delivered at no cost to employers who request help. Consultation services are separate from enforcement activities and do not result in penalties or citations. To request such services, an employer can phone or write to the OSHA Consultation Program. See the Small Business section of OSHA's website for contact information for the consultation offices in every state.

OSHA's Alliance Program

Through the Alliance Program, OSHA works with groups committed to worker safety and health to prevent workplace fatalities, injuries, and illnesses. These groups include businesses, trade or professional organizations, unions, consulates, faith- and community-based organizations, and educational institutions. OSHA and the groups work together to develop compliance assistance tools and resources, share information with workers and employers, and educate workers and employers about their rights and responsibilities.

NIOSH Health Hazard Evaluation: Getting Help on Health Hazards

The National Institute for Occupational Safety and Health (NIOSH) is a federal agency that conducts scientific and medical research on workers' safety and health. At no cost to employers or workers, NIOSH can help identify and correct potential health hazards in the workplace through its Health Hazard Evaluation (HHE) program.

Workers, union representatives and employers can request a NIOSH Health Hazard Evaluation. An HHE is often requested when there is a higher than expected rate of a disease or injury in a group of workers. These situations may be the result of an unknown cause, a new hazard, or a mixture of sources.

To request a NIOSH Health Hazard Evaluation, or find out more about the program:

- Call the NIOSH toll-free Information Service at 1-800-CDC-INFO (1-800-232-4636); or
- Go online at www.cdc.gov/niosh/hhe/Request.html.

How to Contact OSHA

For questions or to get information or advice, to report an emergency, report a fatality or catastrophe, order publications, sign up for OSHA's e-newsletter, or to file a confidential complaint, contact your nearest OSHA office, visit www.osha.gov or call OSHA at 1-800-321-OSHA (6742), TTY 1-877-889-5627.

For assistance, contact us.

We are OSHA. We can help.

It's confidential.

OSHA Regional Offices

Region I

Boston Regional Office
(CT*, ME, MA, NH, RI, VT*)
JFK Federal Building, Room E340
Boston, MA 02203
(617) 565-9860 (617) 565-9827 Fax

Region II

New York Regional Office
(NJ*, NY*, PR*, VI*)
201 Varick Street, Room 670
New York, NY 10014
(212) 337-2378 (212) 337-2371 Fax

Region III

Philadelphia Regional Office
(DE, DC, MD*, PA, VA*, WV)
The Curtis Center
170 S. Independence Mall West
Suite 740 West
Philadelphia, PA 19106-3309
(215) 861-4900 (215) 861-4904 Fax

Region IV

Atlanta Regional Office
(AL, FL, GA, KY*, MS, NC*, SC*, TN*)
61 Forsyth Street, SW, Room 6T50
Atlanta, GA 30303
(678) 237-0400 (678) 237-0447 Fax

Region V

Chicago Regional Office
(IL*, IN*, MI*, MN*, OH, WI)
230 South Dearborn Street
Room 3244
Chicago, IL 60604
(312) 353-2220 (312) 353-7774 Fax

Region VI

Dallas Regional Office
(AR, LA, NM*, OK, TX)
525 Griffin Street, Room 602
Dallas, TX 75202
(972) 850-4145 (972) 850-4149 Fax
(972) 850-4150 FSO Fax

Region VII

Kansas City Regional Office
(IA*, KS, MO, NE)
Two Pershing Square Building
2300 Main Street, Suite 1010
Kansas City, MO 64108-2416
(816) 283-8745 (816) 283-0547 Fax

Region VIII

Denver Regional Office
(CO, MT, ND, SD, UT*, WY*)
1999 Broadway, Suite 1690
Denver, CO 80202
(720) 264-6550 (720) 264-6585 Fax

Region IX

San Francisco Regional Office
(AZ*, CA*, HI*, NV*, and American Samoa,
Guam and the Northern Mariana Islands)
90 7th Street, Suite 18100
San Francisco, CA 94103
(415) 625-2547 (415) 625-2534 Fax

Region X

Seattle Regional Office
(AK*, ID, OR*, WA*)
300 Fifth Avenue, Suite 1280
Seattle, WA 98104-2397
(206) 757-6700 (206) 757-6705 Fax

*These states and territories operate their own OSHA-approved job safety and health plans and cover state and local government employees as well as private sector employees. The Connecticut, Illinois, New Jersey, New York and Virgin Islands programs cover public employees only. (Private sector workers in these states are covered by Federal OSHA). States with approved programs must have standards that are identical to, or at least as effective as, the Federal OSHA standards.

Note: To get contact information for OSHA area offices, OSHA-approved state plans and OSHA consultation projects, please visit us online at www.osha.gov or call us at 1-800-321-OSHA (6742).

Notes

Notes



**If you think your job
is unsafe and you have
questions, call OSHA.**

We can help.

It's confidential.

For more information:



**U.S. Department of Labor
www.osha.gov (800) 321-OSHA (6742)**

Job Safety and Health It's the law!

OSHA[®]
Occupational Safety
and Health Administration
U.S. Department of Labor

EMPLOYEES:

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have the right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violations.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the *OSH Act* that apply to your own actions and conduct on the job.

EMPLOYERS:

- You must furnish your employees a place of employment free from recognized hazards.
- You must comply with the occupational safety and health standards issued under the *OSH Act*.

This free poster available from OSHA –
The Best Resource for Safety and Health



Free assistance in identifying and correcting hazards or complying with standards is available to employers, without citation or penalty, through OSHA-supported consultation programs in each state.

1-800-321-OSHA (6742)

www.osha.gov

OSHA 3165-02 2012R





WATER. REST. SHADE.

The work can't get done without them.

Home

Educational Resources

Using the
Heat Index

Training

Media Resources



Photos by: CAL-OSHA

Welcome to OSHA's Campaign to Prevent Heat Illness in Outdoor Workers

HEAT ILLNESS CAN BE DEADLY. Every year, thousands of workers become sick from exposure to heat, and some even die. **These illnesses and deaths are preventable.**

- Who is affected?
- What is heat illness?
- How can heat illness be prevented?

OSHA's nationwide Heat Illness Prevention Campaign aims to raise awareness and teach workers and employers about the dangers of working in hot weather and provide valuable resources to address these concerns. Begun in 2011, the Heat Illness Prevention Campaign has reached more than 7 million people and distributed close to half a million fact sheets, posters, quick cards, training guides and wallet cards. OSHA is again joining with other federal and state agencies and non-governmental organizations to spread the word about preventing heat illness. For example, OSHA is continuing its partnership with the National Oceanic and Atmospheric Administration's (NOAA) National Weather Service to include worker safety precautions in their Excessive Heat Watch, Warning, and Advisory Products.

Available on this web page are numerous resources that can be used to prevent heat illnesses:

- The Educational Resources section links to information about heat illnesses and how to

Highlights

Heat Safety Tool Smartphone App



Shows locations of outdoor worker, heat-related fatalities between 2008 and 2013.



Dr. David Michaels, Assistant Secretary of Labor for Occupational Safety and Health on the Campaign to Prevent Heat Illness

July 1, 2013 Teleconference with Meteorologists and Weather Forecasters About OSHA's Heat Awareness Campaign featuring Assistant Secretary Dr. David Michaels and Director of the National Weather Service, Dr. Louis Uccellini. [Recording] [Dr. Michaels Remarks]

NEW E-Newsletter: 2013 OSHA Campaign to Prevent Heat Illness in Workers. Also, available as a PDF.

Tell us what you think...
★★★★★

OSHA would like feedback on its 2013 Heat Illness website.

prevent them. Many of these resources target vulnerable workers with limited English proficiency and/or low literacy.

- The Using the Heat Index section provides guidance to employers to develop a heat illness prevention plan.
- The Training section includes a guide/lesson plan for employers and others to use in instructing workers on heat illness. There are links to additional resources in other languages.
- The Media Resources section includes news releases, public service announcements (PSAs), drop-in articles about heat illness prevention that you can customize to share and campaign artwork.
- The Fatality map shows locations of outdoor worker, heat-related fatalities between 2008 and 2012. It is not an exhaustive list of all worker fatalities from heat exposure. The map provides a geographic reminder that Water, Rest, Shade, are vital to providing a safe and healthful environment when working outdoors in the heat.

The Heat Illness web page and many resources are available en español.

We hope you will join with us in this effort by helping to reach workers and employers in your community with the resources you will find on this site.

Who is affected?

Any worker exposed to hot and humid conditions are at risk of heat illness, especially those doing heavy work tasks or using bulky protective clothing and equipment. Some workers might be at greater risk than others if they have not built up a tolerance to hot conditions. Occupations most affected by heat-related illness are: construction, trade/transportation/utility, agriculture and building/grounds maintenance and cleaning. Other workers who may be affected by exposure to environmental heat include those in transportation/baggage handling, water transportation; landscaping services; greenhouse, nursery, and floriculture production; and support activities for oil and gas operations.

What is heat illness?

The body normally cools itself by sweating. During hot weather, especially with high humidity, sweating isn't enough. Body temperature can rise to dangerous levels if precautions are not taken. Heat illnesses range from heat rash and heat cramps to heat exhaustion and heat stroke. Heat stroke requires **immediate medical attention** and can result in **death**.

How can heat illness be prevented?

Employers are responsible for providing workplaces that are safe from excessive heat. Employers should provide workers with water, rest and shade; should gradually increase workloads and allow more frequent breaks for new workers or workers who have been away for a week or more to build a tolerance for working in the heat (acclimatization); and should educate workers about the symptoms heat-related illnesses and their prevention. Employers should also include the steps to prevent heat illness in worksite training and plans as well as what to do in an emergency. Acting quickly can save lives!

OSHA's key pieces of advice for workers are:

- Drink water every 15 minutes, even if you're not thirsty.
- Rest in the shade to cool down.
- Wear a hat and light-colored clothing.
- Learn the signs of heat illness and what to do in an emergency.
- Keep an eye on fellow workers.

Remember these three simple words: Water, Rest, Shade. Taking these precautions can mean the difference between life and death.

Drink water often

Rest in the shade

Report heat symptoms early

Know what to do in an emergency

How can OSHA help? Workers have a right to a safe workplace. If you think your job is unsafe or you have questions, contact OSHA at 1-800-321-OSHA (6742). It's confidential. We can help. If you have been punished or discriminated against for using your rights, such as raising health and safety concerns or filing a complaint, you must file a complaint with OSHA within 30 days. No form is required, but you must call or send a letter to OSHA within 30 days of the alleged discrimination. For other valuable worker protection information, such as Workers' Rights, Employer Responsibilities, and other services OSHA offers, visit OSHA's Workers' page.

OSHA also provides help to employers. OSHA's On-site Consultation Program offers free and confidential advice to small and medium-sized businesses in all states across the country, with priority given to high-hazard worksites. For more information or for additional compliance assistance contact OSHA at 1-800-321-OSHA (6742). It's confidential. We can help.

***Accessibility Assistance:** Contact OSHA's Directorate of Technical Support and Emergency Management at (202) 693-2300 for assistance accessing PDF materials.

All other documents, that are not PDF materials or formatted for the web, are available as Microsoft Office® formats and videos and are noted accordingly. If additional assistance is needed with reading, reviewing or accessing these documents or any figures and illustrations, please also contact OSHA's Directorate of Technical Support and Emergency Management at (202) 693-2300.

****eBooks - EPUB** is the most common format for e-Books. If you use a Sony Reader, a Nook, or an iPad you can download the EPUB file format. If you use a Kindle, you can download the MOBI file format.

Alaska Dispatch News

300 W 31st Avenue
Anchorage, AK 99503

In Anchorage
257-4200
Toll Free
1-800-478-4200

Order Confirmation

Customer

DANE WYRICK

Customer Account

386187

Customer Address

6936 WHITEHALL ST
ANCHORAGE AK 99502 USA

Customer Phone

9072509790

Customer Fax

Sales Rep

edunlap@adn.com

Payor Customer

DANE WYRICK

Payor Account

386187

Payor Address

6936 WHITEHALL ST
ANCHORAGE AK 99502 USA

Payor Phone

9072509790

Customer Email

Order Taker

edunlap@adn.com

<u>PO Number</u>	<u>Payment Method</u>	<u>Blind Box</u>	<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>
	Credit Card		0	0	1

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$585.00	\$0.00	\$585.00	\$585.00	\$585.00

<u>Ad Order Number</u>	<u>Order Source</u>	<u>Ordered By</u>	<u>Special Pricing</u>
0001385935			
<u>Invoice Text</u>			<u>Promo Type</u>
<u>Ad Order Notes</u>			<u>Materials</u>

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0001385935-01	ANC-Retail Display	New Build	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
1 X 3.00"	

<u>Run Date</u>	<u>Product</u>	<u>Placement</u>	<u>Position</u>
<u>Rate</u>	<u>Sched Cst</u>	<u>Disc/Prem</u>	<u>Color</u>
<u>Pickup</u>	<u>Tax</u>	<u>Subtotal</u>	
05/13/2016	ANC-Anchorage Daily News	0375	0376
\$65.00 per Inch	\$195.00	\$0.00	\$0.00
		\$0.00	\$195.00
05/20/2016	ANC-Anchorage Daily News	0375	0376
\$65.00 per Inch	\$195.00	\$0.00	\$0.00
		\$0.00	\$195.00
05/27/2016	ANC-Anchorage Daily News	0375	0376
\$65.00 per Inch	\$195.00	\$0.00	\$0.00
		\$0.00	\$195.00

Tuesday, May 10, 2016

Transaction Type: Payment

Order Number: 0001385935

Payment Method: Credit Card

Bad Debt: -

Credit Card Number: [REDACTED]

Credit Card Expire Date: [REDACTED]

Payment Amount: 585.00

Reference Number: 013527

Charge to Company: Anchorage

Category: ROB

Credit to Transaction Number: P710830

Invoice Text:

Invoice Notes:

Customer Type: Transient

Customer Category: Private Party

Customer Status: Active

Customer Group: All Other

Customer Trade: None

Account Number: 386187

Phone Number: 9072509790

Company / Individual: Individual

Customer Name: WYRICK
DANE

Customer Address: 6936 WHITEHALL ST

ANCHORAGE

AK

99502

USA

Check Number:

Routing Number:

DANISH GARDENS, LLC

*Employee
Handbook*

Danish Gardens, LLC				Document ID:	IEFR54
				Issue Date:	00-00-0000
Employee Handbook				Revision Date:	03-24-2016
				Re-issue Date:	00-00-0000
Prepared by:	Management	Authorized by:	President	Page No:	1

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Introduction and Purpose

This employee handbook is intended to provide employees with a general understanding of Danish Gardens, LLC personnel policies. The information in this handbook should be helpful in familiarizing employees with Danish Gardens, LLC.

This handbook, however, cannot anticipate every situation or answer every question about employment. *It is not an employment contract or a legal document.* In order to retain necessary flexibility in the administration of policies and procedures, Danish Gardens, LLC reserves the right to change or revise policies, procedures and benefits described in this handbook, other than the employment-at-will provisions, whenever the Danish Gardens, LLC determines that such action is warranted.

None of the following policies or standards of conduct are intended, nor shall they have the effect, of interfering or inhibiting any employee in the exercise of any right guaranteed or protected by law.

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Equal Employment Opportunity Policy

We are an equal opportunity employer. It is our policy to provide equal employment opportunities to all qualified individuals regardless of race, color, creed, religion, national origin, sex, age, disability, veteran status or other status protected by law. We will provide reasonable accommodation to qualified employees with a known protected disability or for an employee's religious beliefs providing the accommodation does not cause undue hardship to Danish Gardens, LLC or cause a direct threat to health and safety as defined by the Americans with Disabilities Act or applicable state law.

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Employment at Will

It is the goal of Danish Gardens, LLC to provide a positive work environment and a solid economic foundation upon which all employees may build a future. However, Danish Gardens, LLC also recognizes that employees and management alike must sometimes initiate change. **In this regard it is expressly understood that your employment is “at will.” Thus, you retain the right to terminate your employment with Danish Gardens, LLC at any time for any reason and Danish Gardens, LLC retains a corresponding right to end the employment relationship at any time for any reason.**

This handbook is not intended as a formal or exhaustive statement of employee rights and responsibilities, nor is it a contract of employment. This handbook is composed of general statements of Danish Gardens, LLC’s current policies, rules, procedures and benefits. We feel strongly that we must retain flexibility to meet future economic challenges. Accordingly, Danish Gardens, LLC reserves the right to amend, modify and/or eliminate any of these policies, rules, procedures and benefits at any time at Danish Gardens, LLC’s sole discretion, with or without prior notice. On termination for any reason, you are only entitled to those benefits that are offered at the time your separation takes place. Any benefits offered in this manual apply only so long as the manual is current. They do not provide vested rights.

This handbook supersedes any previous oral or written provisions, descriptions or understandings of Danish Gardens, LLC’s policies, rules, procedures and benefits. Any variation from these policies will only be made upon written approval from **Dane A. Wyrick or Mark R. Wyrick, both Managing Members** of Danish Gardens, LLC.

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Introductory Period

All new employees are in an introductory period during their first ninety (90) days of employment. During the introductory period, Danish Gardens, LLC evaluates the employee's work performance, including attendance and other work-related factors. Danish Gardens, LLC is the sole judge in making all evaluations. We will continue to evaluate the work performance of each employee who completes the introductory period.

Employees should use this introductory period to learn about Danish Gardens, LLC in order to understand what we expect of our workers and understand the benefits of being an employee.

Employees in their introductory period are not eligible to participate in Danish Gardens, LLC benefit plans such as health insurance coverage and the 401(k) plan. Once an employee successfully completes the introductory period he or she will be eligible to participate in Danish Gardens, LLC's benefit plans to the extent provided in the appropriate Summary Plan Description.

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Policy Against Harassment

Danish Gardens, LLC prohibits harassment or offensive conduct in any form, including harassment or offensive conduct directed toward the protected status of an employee, customer, vendor, contractor or their relatives, friends or associates. "Protected status" includes race, color, religion, gender, national origin, veteran's status, age, disability and any other status protected by law.

Danish Gardens, LLC will actively enforce its policy against harassment. The policy applies to all conduct on Danish Gardens, LLC property or Danish Gardens, LLC time and to all conduct off the job that affects an individual's work environment. This policy also prohibits harassment or offensive conduct directed toward any employee by customers, vendors or contractors or their relatives, friends or associates.

Danish Gardens, LLC considers violation of this policy a serious offense that will lead to discipline, up to and including discharge.

Harassment is any offensive action directed at a person's protected status. Some examples of prohibited conduct, if directed at a person's protected status, include foul language, jokes, slurs, derogatory comments, negative stereotyping, threatening or intimidating acts or posting or circulating offensive written or visual material. Additional examples of harassment include unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Danish Gardens, LLC prohibits such conduct if:

The conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment or of unreasonably interfering with an employee's work performance; or

Submitting to such conduct is made a term or condition of employment; or

Submitting to or rejecting such conduct is used as the basis for employment decisions affecting that individual; or

The conduct otherwise adversely affects an individual's employment opportunities.

In noisy work areas, especially where ear protection devices are necessary, an employee may need to get another person's attention. To do so, this policy allows a person to tap another lightly on the shoulder when another means of getting the person's attention is not available. All *[other]* physical contact other than a handshake is prohibited.

Danish Gardens, LLC will not tolerate unwanted touching under any circumstances.

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Danish Gardens, LLC expects employees to conduct themselves in a manner that another person or group of persons will not interpret as offensive. Danish Gardens, LLC requires every person to show sound judgment and respect for the feelings of all other employees. All management personnel are responsible for enforcing this policy.

If an employee feels that someone's conduct is harassing or improperly offensive, the employee should promptly and firmly tell the offender that the behavior is unwelcome. Although not required, doing so places the offender on notice that someone considers his or her conduct inappropriate. Danish Gardens, LLC encourages any employee who believes he or she has been subject to harassment or offensive conduct or any employee who witnesses a violation of this policy, to report the offense immediately to either **Dane A. Wyrick or Mark R. Wyrick, both Managing Members.**

Note to employers: You must ensure that employees may make complaints to a designated Danish Gardens, LLC representative. The designated individual must have more authority than a frontline supervisor and be accessible to employees who work when your business office may not be open.

Danish Gardens, LLC will keep complaints confidential to the extent possible, while allowing the investigation to proceed (meaning information may be revealed on a "need to know" basis). Danish Gardens, LLC will investigate all complaints promptly.

Any employee whom Danish Gardens, LLC finds after investigation to have violated this policy will be subject to appropriate sanctions, depending on the circumstances, up to and including termination. If the harasser is a non-employee, Danish Gardens, LLC will take reasonable steps to address the situation. Danish Gardens, LLC will design its action to provide redress, to eliminate the harassment or offensive conduct, to prevent retaliation against the person who made the complaint and to prevent retaliation against any employee for providing information as a witness or participating in the investigation.

Any form of retaliation, including derogatory comments, against people who make harassment complaints, against witnesses or any other employees who are involved in complaints, is against Danish Gardens, LLC's policy. Danish Gardens, LLC will strictly enforce this policy and will treat retaliatory action as a violation that is subject to the same disciplinary measures, up to and including termination.

The question of whether a particular action is *prohibited* or merely the result of a personality conflict that produces no discriminatory effect on someone's employment requires a

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determination based on all the facts. Given the serious nature of harassment and discriminatory offensive conduct, we trust that all employees of Danish Gardens, LLC will continue to act responsibly in order to establish and maintain a pleasant working environment. Danish Gardens, LLC encourages every employee to raise any question that he or she may have about this policy against harassment or any other matter that relates to equal employment opportunity. For answers to such questions, employees should contact **Dane A. Wyrick or Mark R. Wyrick, both Managing Members.**

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Employee Classifications

New Employees

All new employees must complete a **90-day** introductory period. The introductory period is a trial period during which a supervisor carefully observes and evaluates job performance.

Regular Employees

A regular employee is an employee who is regularly scheduled to work 40 or more hours per week.

Part-Time Employees

Part-time employees are regularly scheduled to work less than 40 hours per week. Part-time employees may or may not be eligible for vacation, holiday, seniority, pension, medical insurance, bonuses, etc. per employment law and each individual employee's contract. If not specifically stated, it is assumed they are not eligible.

Temporary Employees

Temporary employees are scheduled to work for a predetermined, limited period of time or are employees hired through an outside agency, as set forth in each individual's temporary employment agreement. Temporary employees are not eligible for vacation, holiday, seniority, pension, medical insurance, bonuses, etc. per employment law and each individual employee's contract. If not specifically stated, it is assumed they are not eligible.

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Open Door Policy

Danish Gardens, LLC believes it is extremely important that you have an effective means of addressing work-related issues. We strongly believe that by working together, we can resolve most any question or concern that may arise. If you have a problem or concern, we want you to tell us. For matters pertaining to harassment or offensive conduct, please also refer to procedures contained in Danish Gardens, LLC Policy Against Harassment (page 8).

Please use the following procedure in expressing your concerns.

First, talk to your supervisor. Your supervisor is your principal contact with management. Supervisors have a considerable amount of technical knowledge and experience in the industry. Our supervisors are trained to deal with problems. They are very familiar with Danish Gardens, LLC policies and will handle matters in a confidential manner. If you are uncomfortable or unable to discuss an issue with your supervisor, you may ask to meet with **Dane A. Wyrick or Mark R. Wyrick, both Managing Members.**

You and your supervisor can satisfactorily resolve most problems. You should first present any questions or concerns about policies, procedures, equipment, safety or other matters to your supervisor.

If you are not satisfied with the answer from your supervisor or you feel that you cannot discuss the issue with your supervisor, you should talk to **Dane A. Wyrick or Mark R. Wyrick, both Managing Members.**

After taking the steps described above, submit any issue remaining unresolved to **Dane A. Wyrick or Mark R. Wyrick, both Managing Members.**

He or she will carefully review the facts, consider your position and make a final and binding decision.

Danish Gardens, LLC prohibits retaliation against any employee for exercising his/her right to bring issues to the attention of management.

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Performance and Pay Reviews

Danish Gardens, LLC expects all employees to perform their job duties in a safe and productive manner. Each employee's supervisor will use an ongoing performance evaluation to accomplish the following objectives.

Employees will understand what job duties they are expected to perform and the performance standards they are expected to meet.

Employees will be aware of whether they are meeting or exceeding the performance standards and will have an opportunity for open communication and interaction with their supervisor about their job performance.

Employees who meet or exceed the performance standards will have the opportunity for training and career development.

Employees who are not meeting the performance standards will be subject probation or termination, which is at the discretion of management.

Every employee is responsible to participate actively in the ongoing performance appraisal process with his or her supervisor.

A supervisor's performance appraisal is only one of the factors Danish Gardens, LLC uses to make decisions on compensation or bonus. Danish Gardens, LLC also considers other factors such as availability of raw material, market availability, demand for Danish Gardens, LLC's products and services, product transportation and other economic factors.

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Hours of Work, Pay and Timecards

Hours of Work for Nonexempt Staff

Workweek

For purposes of the Fair Labor Standards Act, the workweek consists of seven (7) days beginning immediately after 12:00 midnight on Saturday and ending at 12:00 midnight the following Saturday.

Regular Workday

A regular workday normally consists of eight (8) hours of actual work in a workday. Danish Gardens, LLC reserves the right to change the hours that constitute a regular workday. Your supervisor will inform you of your scheduled hours and any changes to that schedule.

Rest and Meal Periods

You will have one 30-minute unpaid meal period and two 10-minute paid rest periods during the course of a regular workday. Your supervisor will instruct you when your meal and rest periods will occur.

Overtime Work for Nonexempt Staff

Danish Gardens, LLC will determine when overtime is necessary and who will work overtime.

You will be paid at the rate of one and one-half (1½) times your regular straight-time rate of pay for all hours you actually work in excess of 8 hours in day and in excess of 40 hours in a workweek.

Assigned overtime is mandatory. Late arrival or failure to report for mandatory overtime is treated as a tardy or absence under Danish Gardens, LLC attendance policy.

Payday Policy

Regular paydays are every two weeks, with the pay period running 14 consecutive days. Payday is the second Friday following the end of the pay period.

Timecards for Nonexempt Staff

It is your responsibility to make sure that your hours are recorded accurately. Altering, falsifying or completing another employee's time and attendance record is strictly prohibited and is grounds for discipline, up to and including termination.

If your timecard is lost or the time clock is not working properly, you must immediately notify **Dane A. Wyrick or Mark R. Wyrick, both Managing Members.**

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Timecards must remain at Danish Gardens, LLC at all times. It is your responsibility to do the following:

Have all hours worked initialed by your supervisor or lead-person;

Have all overtime hours initialed by your supervisor;

Complete the timecard on a daily basis; and

Sign the time card.

Pay Deductions for Exempt Staff

Danish Gardens, LLC is committed to complying with federal and state laws regarding permissible deductions from the wages of employees who are exempt from overtime. Danish Gardens, LLC does not intend to deduct from exempt employees' pay for absences where such deductions are inconsistent with exempt status under federal or state law. The general rule is that if an exempt employee works part of a workweek, the employee's salary cannot be reduced because of variations in the quality or quantity of work, although there are a number of exceptions.

Please examine your paycheck stub each pay period to verify that Danish Gardens, LLC paid you the correct amount. If you believe that Danish Gardens, LLC has made an improper deduction from your pay, please bring it to the attention of **Dane A. Wyrick or Mark R. Wyrick, both Managing Members** immediately. If Danish Gardens, LLC determines that it has made an improper deduction, you will be reimbursed promptly for the amount deducted incorrectly.

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Employee Benefits

Retirement Plan

Danish Gardens, LLC does not currently sponsor a retirement plan for eligible employees. Danish Gardens, LLC reserves the right to interpret, amend, modify or terminate any and all of the terms and conditions of the retirement plan.

Group Insurance Program

Danish Gardens, LLC provides eligible employees the opportunity to participate in the following Group Insurance Programs sponsored by various Danish Gardens, LLC they may choose to offer this coverage from time to time.

An “eligible employee” is defined as an employee who has worked for Danish Gardens, LLC for six months and who regularly works 40 or more hours per week. (Note: Under HIPAA nondiscrimination rules, an employer may not require “consecutive days of employment” that would penalize an employee who is off work for medical reasons (e.g., act as a break in service so that the employee must start from the beginning upon return to work).)

Payment of Premiums: If the employee must pay any portion of the premium, the details will be set forth in the enrollment form.

Employees should refer to their copy of the Summary Plan Description (SPD) for details on eligibility, enrollment, plan benefits and how to access the benefits. Employees can obtain a copy of the SPD for each program from and direct benefit questions to Steven P. Fuhr.

Danish Gardens, LLC reserves the right to interpret, change, modify or terminate any or all of the terms and conditions of the Group Insurance Programs.

Continuation of Health Care Coverage Under COBRA

Information about your rights under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) will be provided to you separately from this handbook. COBRA allows eligible employees and their dependents to continue medical insurance for a limited time after certain “qualifying events” by self-paying.

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Note: Not all employers are covered by COBRA. Talk with your TOC staff representative if you are unsure whether COBRA applies to your organization.

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Sick Leave

Eligibility

All full-time and part-time nonexempt employees, whose regular work schedule consists of **40** more hours each week, are eligible for Sick Pay Entitlement following completion of **90** calendar days of continuous service. You must personally notify your supervisor at least **30 minutes** before the start of your shift if you are unable to work due to unanticipated injury or illness. You must give your supervisor notice **24 hours** in advance of all foreseeable medically related absences. Medical appointments must be arranged in advance with your supervisor. It is your responsibility to communicate return-to-work plans with your supervisor. Failure to maintain contact with your supervisor as instructed may result in disciplinary action up to and including termination.

If, upon completion of 90 days of service, you are not at work due to a non-work-related injury or illness, eligibility to participate in this plan will become effective upon your return to active employment. Your inability to work and ability to return to work must be established to the satisfaction of your supervisor who may require written evidence from your attending physician.

Payment under this policy is not considered time worked for computing overtime pay. Abuse or violation of this policy may result in disciplinary action.

Sick Pay Entitlement

Upon completion of 90 calendar day service requirement, each eligible employee accrues entitlement at the rate of [*state amount, e.g. 4 hours*] of sick pay for every **200** hours worked. Full-time employees can accrue a maximum of **120** hours of entitlement. Part-time employees who work **30** or more hours per week can accrue a maximum of 80 hours of entitlement.

The purpose of sick pay is to continue the pay of qualified employees during periods of non-work-related disability to the extent of entitlement as outlined above. Sick pay is intended for sickness or injury of yourself or of your dependent children. Sick pay does not extend to time off to care for other family members unless state law provides otherwise. In the case of employees who work **30** or more hours per week, sick pay may also be used for routine medical or dental appointments for the employee or the employee's dependent children. Sick pay can be used in increments of no less than one-half hour. Accumulated sick leave has no value at the time of termination of employment or transfer to an exempt position.

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Sick Leave Applied to FMLA or State Leave

Danish Gardens, LLC complies with federal and state leave laws to the extent required by law. Sick leave may only be applied as required by law. Danish Gardens, LLC's sick leave, federal leaves and state leaves run concurrently when applicable. Check with your supervisor or **Dane A. Wyrick or Mark R. Wyrick, both Managing Members** if you have any questions about your leave rights.

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Vacation

Vacation Policy

In the interest of morale, health and efficiency, it is Danish Gardens, LLC's policy that you take advantage of your vacation by taking time off from work.

Eligibility

Employees become eligible for paid vacation time off from work on their anniversary date of hire.

Vacation Schedule

The paid vacation time off is determined by years of service and the number of hours you worked in the preceding years in accordance with the schedule below.

Service Year(s)	Number of hours worked in preceding year		
	1400 hours or more	1120 through 1399	840 through 1119
1 Year	40 hours	32 hours	24 hours
2-4	80 hours	64 hours	48 hours
5-14	120 hours	96 hours	72 hours
15+	160 hours	120 hours	96 hours

Employees can accumulate up to a maximum of 2 years worth of paid vacation hours.

Schedules

You may schedule vacations in conjunction with breaks, holidays and/or regularly scheduled days off with the approval of your supervisor.

Vacation requests are approved on a first come first served basis. As such, you are encouraged to plan your vacations as far in advance as possible. If there is any conflict in scheduling a particular date, the employee whose employment date is senior has the first choice.

Danish Gardens, LLC encourages you to take all of your vacation at one time versus breaking it up into several different periods. However, you may take your vacation one-half day increments with prior approval of your supervisor or for approved family and medical leave.

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Vacation Pay

Vacation pay is computed at a rate equal to your *straight time* hourly rate at the time the vacation is taken. Employees with less than a full year of service at the end of the base year will receive pro rata vacation accrued at the rate of **1** day(s) per month worked/ **40** vacation hours per hours worked.

Whenever a Danish Gardens, LLC approved holiday falls within an employee's vacation period, Danish Gardens, LLC does not count it as part of the employee's vacation.

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Holidays

Danish Gardens, LLC grants the following holidays as paid holidays to qualified employees:

- **New Year's Day**
- **Martin Luther King, Jr.**
- **Washington's Birthday**
- **Memorial Day**
- **Independence**
- **Labor Day**
- **Columbus Day**
- **Veterans Day**
- **Thanksgiving**
- **Christmas Day**

In the event that a designated holiday falls on a non-workday, the holiday will be observed on the preceding Friday and if the holiday falls on a Sunday, it will be observed on the following Monday.

An employee is qualified for holiday pay if he or she meets all the following conditions:

The employee has worked for Danish Gardens, LLC for at least **90 Days** prior to the paid holiday;
and

The employee worked the last regularly scheduled workday before and the first regularly scheduled workday after the holiday unless excused in writing by Danish Gardens, LLC; and

The employee is a regular full-time employee, not a temporary or part-time employee.

Holiday pay shall be paid at the qualified employee's regular straight time rate of pay.

An employee working on a paid holiday shall be paid 1.5 times his or her regular rate of pay for hours worked on the paid holiday, or as required by law. Danish Gardens, LLC may require that work be scheduled on these days as operations, markets, etc. may demand.

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Leaves of Absence

Disability Leave

Short-term disability pay is available to eligible employees who suffer a non-work-related injury or illness that prevents them from working. Payment is made at the rate of **required by law** of your regular non-overtime weekly wages. If you are disabled for longer than 90 days, you may be eligible for long-term disability pay. See [**benefits booklet**] for information on eligibility and other provisions of Danish Gardens, LLC long-term disability insurance program.

To verify the need for disability leave, Danish Gardens, LLC may request medical certification from your treating physician or from a physician selected by Danish Gardens, LLC. Upon returning from disability leave, you must provide a fitness-for-duty certification from your health care provider.

Jury Duty

Danish Gardens, LLC supports your civic duty to serve on juries when called. As required by federal law, *exempt* employees who work part of a week and perform jury duty the remainder of the week will be paid for the full workweek. For nonexempt employees and for exempt employees who do not work during the week, jury duty is unpaid, but employees may use their accrued paid vacation."

You must notify your supervisor as soon as you know the dates of scheduled jury service. If you are on day shift and you are released from jury service before lunchtime for your scheduled shift, you must promptly report to work for the remaining portion of your shift. If you are on the swing or graveyard shift, you must report for the second half of your shift if you are released from jury service before noon, unless you make other arrangements with your supervisor.

Witness Duty

You must promptly inform your supervisor if you are subpoenaed to appear as a witness in legal proceedings during work hours. The time off will be unpaid, unless you ask to use accrued paid vacation. If Danish Gardens, LLC subpoenas you to appear on Danish Gardens, LLC's behalf at a legal proceeding, the time will be counted as hours worked.

Military Leave

Employees who serve in the United States military will be granted a protected leave of absence in accordance with federal law. You must promptly inform your supervisor as soon as you know the scheduled dates of military service.

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Bereavement Leave

You must be continuously employed by Danish Gardens, LLC at least **90 days** to be eligible for **unpaid** bereavement leave. In the event of the death of a close family member, Danish Gardens, LLC will grant up to **14** days of **unpaid** bereavement leave per employee per **calendar** year. You must notify your supervisor as soon as possible of the need for leave. Danish Gardens, LLC may require documentation of the death and of the family relationship. Close family members are defined as spouses, children (biological, adopted, live-in foster children or live-in stepchildren), parents, parents-in-law, siblings, grandparents, grandchildren, nieces, nephews, aunts, uncles and "significant others" (live-in adult companions with whom the employee was in a committed, exclusive, loving relationship).

Personal Leave

Requests for unpaid personal leaves of absence will be evaluated on a case-by-case basis and generally will not extend longer than 14 days.

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Danish Gardens, LLC Work Rules

Violation of any rule of Danish Gardens, LLC may result in discipline, up to and including discharge. The list of rules below does not contain every rule or possible standard of conduct expected from our employees, but it states many of the more fundamental rules. If you are unsure about what is expected of you in a certain circumstance, please ask your supervisor.

Nothing in this listing of Danish Gardens, LLC work rules is intended to conflict with the Employment at Will Policy on page 6 of this Handbook. Danish Gardens, LLC's interpretation and judgment of whether or not a rule has been violated is final and binding on both you and Danish Gardens, LLC.

Prohibited conduct includes:

1. Violating safety rules or safety practices.
2. Violating substance abuse policy.
3. Engaging in horseplay, scuffling or throwing things.
4. Failing to immediately and accurately report an industrial injury.
5. Being tardy or absent without authorization or notification.
6. Missing three consecutive scheduled workdays without notifying Danish Gardens, LLC.
7. Contributing to unsanitary conditions or poor housekeeping.
8. Smoking in unauthorized areas.
9. Causing loss or waste of material or parts due to carelessness.
10. Unauthorized use of Danish Gardens, LLC phones.
11. Posting, altering or removing any matter on bulletin boards on Danish Gardens, LLC property unless specifically authorized.
12. Being dishonest or committing a fraudulent act or breach of trust.
13. Recklessly driving or exceeding safe driving rules while on Danish Gardens, LLC property.
14. Threatening, intimidating, coercing or interfering with fellow employees on Danish Gardens, LLC property or on Danish Gardens, LLC business.
15. Using profane, abusive or threatening language.
16. Leaving the plant during the work shift without permission.
17. Working overtime without authorization or failure to work assigned overtime.
18. Failing to follow job instructions, verbal or written, insubordination.
19. Stealing, misusing, destroying or removing from Danish Gardens, LLC premises without authorization any Danish Gardens, LLC property or the property of any employee.

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20. Using Danish Gardens, LLC's facilities, equipment time or materials without authorization.
21. Restricting production or causing, creating or participating in a disruption of any kind during work time or on Danish Gardens, LLC property.
22. Provoking or instigating a fight or fighting during work hours, on Danish Gardens, LLC property or on Danish Gardens, LLC business.
23. Engaging in criminal conduct whether or not it is related to job performance.
24. Sleeping on the job during work hours.
25. Falsifying any Danish Gardens, LLC records, including employment information.
26. Recording the work time of another employee, allowing any other employee to record your work time or allowing falsification of any time card, whether your own or another employee's.
27. Engaging in any other conduct or omission that Danish Gardens, LLC, in its sole discretion, believes to be adverse to the best interest of Danish Gardens, LLC.
28. Carrying firearms or any other dangerous weapons at any time on Danish Gardens, LLC property.
29. Violating any Danish Gardens, LLC rule, policy or procedure.

Misconduct or violation of Danish Gardens, LLC policies, rules or procedures may result in a verbal or written warning, a suspension with or without pay or termination. Danish Gardens, LLC will base the type of discipline it administers upon the facts of each particular case as determined by Danish Gardens, LLC.

None of the above standards of conduct or work rules are intended, nor shall they have the effect, of interfering or inhibiting any employee in the exercise of any right guaranteed or protected by law.

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Confidentiality Policy

Danish Gardens, LLC and Personnel Information

In order for our staff to conduct Danish Gardens, LLC business and properly administer our own personnel procedures, we must gather and maintain certain private information. The purpose of this Confidentiality Policy is to set forth guidelines with regard to the collection, maintenance, use and disclosure of confidential information. All employees share the responsibility to ensure that proper security and confidentiality are maintained. Report any breach promptly to *[name or position of person]*. Anyone who violates this policy will be subject to disciplinary action and possible legal recourse.

Danish Gardens, LLC property includes not only tangible property such as desks and computer terminals, but also intangible property such as information and data on those computer terminals. Of particular importance are proprietary information and confidential information. Proprietary information includes all information obtained by Danish Gardens, LLC employees during the course of their work. This Handbook, for example, contains proprietary information. Confidential information is any Danish Gardens, LLC information that is not generally known to the public or our industry. Customer lists and files, production information, personnel files, employee medical information, computer records, financial and marketing data, formulas and trade secrets are examples of confidential information.

General Policies

You may not disclose or use proprietary or confidential information except as your job requires. You also may not disclose or use any proprietary or confidential information that you obtained during the course of your employment with any previous employer.

Do not discuss confidential information with anyone, including coworkers, customers and individuals outside Danish Gardens, LLC, except as necessary to carry out assigned duties. Take extra precautions when you are in areas where someone may overhear your discussion or observe your work. Clear your desktop of any confidential information before leaving your desk. If you need to leave your computer during the workday, you should use the "lockout" feature which will require you to enter a password when you return. Where appropriate, clearly mark files as "Confidential."

Computers regularly used by an individual should not be used by other staff without permission.

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Mail marked “confidential” should be opened only by the person to whom it is addressed.

Although we wish to respect employees’ privacy, there may be times when in order to prevent or investigate claims of harassment, theft or other wrongdoing, an authorized Danish Gardens, LLC representative may monitor phone calls, regular mail and electronic mail (e-mail). Please be aware that e-mail sent or received on Danish Gardens, LLC computers is the property of Danish Gardens, LLC and is subject to our policies, including the policy against harassment. Although *unauthorized* access to an employee’s phone calls, regular mail, or e-mail account violates this confidentiality policy, Danish Gardens, LLC reserves the right to monitor these items with the authorization of Danish Gardens, LLC president.

Use only honest, legitimate means to collect information. Whenever practicable, obtain the information directly from the individual concerned.

Refer all inquiries from the press about our operations or employees to [*name or position*].

When in doubt about the release of information, check with your immediate supervisor. Never be intimidated into releasing the information when there is a question.

Outside Requests for Information about our Employees

Please direct all written requests, telephone calls or other inquiries regarding information about a current or former employee to [*name or position*]. [*Name or position*] is the only person authorized to release information unless authority is given by Danish Gardens, LLC president. Guidelines for release of the information are set out below.

- ☐ We will not release employee data to individuals or organizations outside of Danish Gardens, LLC without the employee’s authorization. The only exception is when the disclosure is compelled by court order, judicial or administrative process or a specific provision of law. Prior to release, the person requesting the information must present the appropriate court document or agency authority.
- ☐ An employee who desires Danish Gardens, LLC to release information to an outside individual or organization (e.g., financial and employment information released to a bank or loan agency in support of the employee’s loan application) must sign a release and waiver before we release the information. The employee’s spouse or relative cannot give the waiver on behalf of the employee absent a court order.
- ☐ When other employers ask for references, we will limit information regarding former employees to dates of employment and job(s) held unless Danish Gardens, LLC president authorizes an exception. Any former employee who wants to release additional information about his or her employment must sign a request and waiver.

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- ☐ If you respond to a verbal or telephone request for information, record what information you released, to whom and for what purpose.

Information about our Business Operations

In managing the operations of our business, certain staff members become privy to sensitive information about the business, our customers, and our employees. This information must remain confidential both internally (within Danish Gardens, LLC) and externally (outside Danish Gardens, LLC, including spouses and family members). Do not discuss it with others beyond what is required to perform your job unless you are given specific authority to do so.

Medical Information

All medical information regarding our employees is strictly confidential. This includes but is not limited to workers' compensation claims and treatments, enrollments and claims for health and welfare benefits, and results of drug and alcohol tests. Except as outlined below, no release is permitted without specific authorization from the person who is the subject of the medical information.

- ☐ Employees' personnel files will *not* contain medical information. Documents containing medical information will be maintained in a separate file, marked "Confidential" and stored in a locked cabinet or drawer or in a secure computer file, as appropriate. We will treat the contents of the file as a confidential record as required by law.

Supervisors and managers who have information regarding an employee's medical restrictions and limitations as a result of a return-to-work program must maintain the confidentiality of the medical information. They must use the information only to accommodate the employee's work assignment and duties or to administer first aid or emergency treatment.

Confidentiality is an important part of our job. Please feel free to talk to your supervisor or the human resources manager if you have confidentiality concerns.

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Personal Information Privacy Policy

This sample policy is for illustrative purposes only and should not be used “as is.” A policy must be written to meet the specific business objectives of the employer and incorporate all of the elements required by federal and state laws. Although this sample policy contains some elements necessary for compliance with the federal Health Insurance Portability and Accountability Act (HIPAA) privacy regulations, it does not contain all of the administrative safeguards a covered health plan and plan sponsor must comply with.

Privacy Policy

In order to properly administer the personnel functions of a business, we must gather and maintain personal information about our employees. Danish Gardens, LLC recognizes each employee’s right to privacy and seeks to avoid any unwarranted intrusion upon that right. We must also take reasonable steps to assure the accuracy, completeness and timeliness of the information in our possession. The purpose of this policy is to set forth the guidelines with regard to the collection, maintenance and disclosure of employee information.

Privacy Officer

Dane A. Wyrick, Managing Member is designated as the privacy officer who is responsible for the implementation of this policy. The privacy officer is also responsible for:

Designating the appropriate use of an employee’s personal and health information for bona fide business purposes and limiting the disclosure to only employees with a business need to know.

Training employees on Danish Gardens, LLC policies and procedures on the appropriate uses of an employee’s personal and health information and protecting this information as required by federal and state laws. All training must be documented.

Implementing appropriate administrative, technical and physical safeguards to protect the privacy of employees’ personal and health information from intentional, unintentional or inadvertent disclosure.

Providing information to any employee who has questions regarding Danish Gardens, LLC’s privacy policy.

Administering appropriate sanctions to any employee who violates Danish Gardens, LLC’s privacy policy.

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Complaint Procedures

Dane A. Wyrick or Mark R. Wyrick, both Managing Members are both designated as persons who will receive a complaint from any employee who believes that his or her personal information or privacy has been compromised or that any employee has violated this privacy policy. **Both Managing Members** have the responsibility of conducting a proper investigation.

An employee may make a complaint by email or some other registered for of writing.

When a violation has occurred, Danish Gardens, LLC will mitigate, to the extent practicable, any harmful effect of the disclosure and will apply appropriate sanctions.

Confidentiality

Confidentiality is the responsibility of all employees. All employees are responsible for keeping their personal data that is necessary for business purposes up to date. Up-to-date information is necessary to properly administer Danish Gardens, LLC's work policies and benefits and provide employees and their dependents with notices required by law. (Examples include contacting employees about work or schedule changes, dependent and beneficiary designation in the employee benefit plans, federal Family and Medical Leave Act (FMLA) leave, federal Congressional Omnibus Budget Reconciliation Act (COBRA) notices, etc.)

An employee's personal or health information should only be collected to meet a legitimate business reason or to comply with federal or state laws.

Use only legitimate means to collect information. Whenever practical, obtain the information directly from the individual concerned.

Employee information should not be discussed with anyone except as necessary to carry out assigned duties. Extra precautions should be taken when you are in areas where someone may overhear your discussion or observe your work.

An employee's personal and health information must be kept in a secured file with restricted access. Information or files should never be left unattended or unsecured.

All medical information, including substance abuse testing results, pre-employment physicals, workers' compensation claims and treatment and enrollment and claims information under Danish Gardens, LLC's medical plan, are strictly confidential. No release is authorized without specific authorization from **either Managing Member** and in compliance with the HIPAA privacy rules.

Employee data may not be released to individuals or organizations outside of Danish Gardens, LLC. An exception is when the disclosure is compelled by court order, judicial or

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administrative process or by a specific provision of law. Prior to release, the person requesting the information must present the appropriate court document or agency notice.

An employee initiating a request for the release of his or her own personal information must provide **either Managing Member** with a written authorization describing what information may be released and to whom. Examples of employee-initiated releases are for bank loans, references, etc.

Any request for references on an employee or former employee from any prospective employer or organization shall be referred to **either Managing Member**.

When in doubt about the release of information, check with your immediate supervisor. Never be intimidated into releasing the information when there is a question.

All employees are required to comply with this policy. Any violations will result in disciplinary action up to and including discharge.

Received by:

Name _____

Date _____

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No Solicitation Policy

Danish Gardens, LLC has established a *no solicitation* rule to maintain and promote efficient operations and security.

No employee can solicit or promote support for any cause or organization during his or her working time. In addition, no employee can solicit another employee during that employee's working time. Working time is defined as all-time an employee is required to be on Danish Gardens, LLC premises, on duty or at a prescribed workplace, including preparation time, opening and closing times and required meetings.

This policy does not restrict employee activity during lunch or rest periods or before or after working time.

Distribution of literature relating to any cause or organization is not permitted in working areas at any time. Such literature may be shared in non-work areas such as the lunch room or the parking lot. Nonemployees are not allowed to solicit or distribute written material for any purpose on Danish Gardens, LLC property, including parking areas.

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Conflicts of Interest

Each person employed by Danish Gardens, LLC shall not engage in any activity if it will:

Adversely affect on-the-job work performance,

Create a conflict with the business interests and purposes of Danish Gardens, LLC or

Have a negative impact on the business or reputation of Danish Gardens, LLC, its product or other Danish Gardens, LLC employees.

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Electronic Communications

Danish Gardens, LLC Property

Electronic equipment, including but not limited to computers, telephones, pagers, printers and fax machines, used or owned by Danish Gardens, LLC and all information stored on this equipment is Danish Gardens, LLC property. Danish Gardens, LLC **reserves the right to review and disclose any information sent, received or stored on this equipment.** For example, Danish Gardens, LLC may review and disclose any electronic mail (e-mail), voice mail, computer passwords, fax documents and computer files found on Danish Gardens, LLC equipment.

Confidentiality

Much of the information stored in Danish Gardens, LLC's electronic equipment is confidential; disclosure can only be made at Danish Gardens, LLC's discretion, any unauthorized disclosure to outsiders or coworkers is prohibited. You are not permitted to search coworkers' electronic files without permission from the coworker or proper authorization from a supervisor. Danish Gardens, LLC's policy on confidentiality (see page 27) applies to information and communications on all Danish Gardens, LLC electronic equipment.

Business Use

During work hours, you may use Danish Gardens, LLC's electronic equipment only for business related purposes. Danish Gardens, LLC's Policy Against Harassment (see page 8) applies to electronic communications. **Danish Gardens, LLC always strictly prohibits any information that could be considered obscene, discriminatory or harassing and any material that could violate Danish Gardens, LLC's harassment policy or that could create a hostile or intimidating work environment.** Personal use of Danish Gardens, LLC electronic equipment is restricted to after regular work hours and must not interfere or conflict with business use. You should not expect that *any* information on Danish Gardens, LLC equipment is private.

Software

Copying software programs and downloading programs or information from the Internet can result in copyright violations or viruses. You are strictly prohibited from making any copies of software without prior approval of the [Systems Administrator]. Installing software from home on Danish Gardens, LLC equipment is also forbidden. Any software programs that you wish to install on Danish Gardens, LLC electronic equipment must first be registered with [Systems Administrator].

Caution

Deleting information from electronic equipment usually does not mean that it has been permanently destroyed. Information that you would be embarrassed revealing to coworkers, a

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jury or family members should never be sent, stored or received on Danish Gardens, LLC's electronic equipment.

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Monitoring Acknowledgment Statement

I understand that Danish Gardens, LLC electronic communication equipment is to be used for conducting Danish Gardens, LLC's business only. I understand that use of this equipment for my personal purposes is *[strictly prohibited]/[restricted to after work hours and only when the personal use does not conflict or interfere with Danish Gardens, LLC's business use.]* I agree never to use a password that has not been disclosed to Danish Gardens, LLC. I agree never to access any file or retrieve any stored communication when not authorized to do so.

I am aware that Danish Gardens, LLC reserves the right to review, intercept, access and disclose any information on Danish Gardens, LLC's systems at any time, with or without employee notice and that such access may occur during or after working hours. I am aware that use of a password does not restrict Danish Gardens, LLC's right to access electronic communications. I am aware that violations of Danish Gardens, LLC policy may subject me to disciplinary actions, up to and including termination.

I acknowledge that I have read and that I understand Danish Gardens, LLC's policy regarding electronic communication equipment. I authorize Danish Gardens, LLC to review, intercept, access and disclose any of my communications or files on Danish Gardens, LLC equipment.

Signature of Employee

Date

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Attendance Policy

Our Expectations

Danish Gardens, LLC expects all employees to be on time, at work and ready to work a full shift as a condition of hire and continued employment. Absenteeism, early departures and late arrivals burden your fellow employees. While it is recognized that it may be necessary for you to be absent occasionally, it is important that absences be kept to a minimum.

You are expected to take care of personal affairs and obligations at a time other than during working hours. However, if it is necessary to be off for personal convenience, prior approval must be received from your immediate supervisor. In reviewing that request, he or she will take into consideration the operating needs of his or her department. You may also want to review the policy on obtaining a leave of absence (page 23).

Call-in Requirements

If you will be absent from work for any reason, it is absolutely necessary for you to *personally* notify **either Managing Member** before the start of your scheduled shift; unless an unforeseeable event or an emergency prevents you from giving advance notice. In the case of an unforeseeable event or emergency, you must *personally* notify **either Managing Member** within two hours after the event or emergency. Notice of the employee's absence from a spouse, parent or other person is *not* acceptable, unless an emergency prevents the employee from personally contacting **either Managing Member**. You must state why you are unable to attend work and must leave a phone number where you can be reached. Notifying Danish Gardens, LLC of an absence or tardiness does not excuse the absence or tardiness. Upon request, you must furnish proof satisfactory to Danish Gardens, LLC to substantiate the reason for absence or tardiness. Any employee who knowingly falsifies information relating to their absence will be disciplined. Incarceration for any alleged criminal or civil law violation is not a valid excuse for not following this call in policy.

Failure to call in violates the call-in policy and will lead to disciplinary action up to and including discharge. If you fail to either call in or report to work for 3 consecutive work days you will be terminated.

Doctor's Release and Status Reports

A doctor's release may be required after any illness. A doctor's release will be required verifying that you are able to return to work following an injury or illness resulting in three (3) or more consecutive days' absence.

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If you are off work due to an injury or illness, you are required to contact **either Managing Member** once each week to report the status of your ailment and anticipated return-to-work date. Reporting requirements are the same for both on the job and off the job injuries and illnesses.

Danish Gardens, LLC may grant reasonable accommodation in complying with these policies to individuals with disabilities if it does not cause undue hardship to Danish Gardens, LLC's operations or cause a direct threat to health and safety. *However, regular attendance and promptness are considered part of each employee's essential job functions.*

Discipline

Excessive absenteeism or tardiness may lead to disciplinary action, up to and including termination of employment. Other continuing patterns of absences, early departures or tardiness, regardless of the exact number of days, may warrant disciplinary action. Danish Gardens, LLC will consider your record of tardiness, unexcused absences, excessive excused absences, suspensions, personal days off, leave of absence (except when provided according to state and federal law) and nonindustrial sickness or injury resulting in time missed.

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Work-Related Searches and Monitoring

In order to enforce Danish Gardens, LLC drug and alcohol policy, stop theft, prevent workplace violence, prevent harassment and otherwise protect the interests of Danish Gardens, LLC, its customers and its employees, Danish Gardens, LLC may use searches, video or other surveillance if necessary.

It is in your best interest not to bring items on Danish Gardens, LLC property that you do not wish someone else to discover. Danish Gardens, LLC reserves the right to make an unannounced search of Danish Gardens, LLC property or of personal property that you bring onto Danish Gardens, LLC premises. Danish Gardens, LLC property may include, but is not limited to, desks, file cabinets, computer files, e-mail, lockers, work areas, toolboxes and work vehicles. Personal property that you bring onto Danish Gardens, LLC premises may include, but is not limited to, jackets, briefcases, purses, lunch boxes, packages and personal vehicles.

To the extent possible, we will conduct searches in a manner that respects your dignity and privacy. Danish Gardens, LLC will not force you to consent to a search; however, not consenting to a search may result in disciplinary action up to and including discharge. Employees who have concerns about the manner in which a search or surveillance was conducted should immediately contact **either Managing Member**.

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Drug and Alcohol Policy

Purpose

Danish Gardens, LLC has a commitment to its employees, customers and the community to provide a drug- and alcohol-free working environment. Danish Gardens, LLC expects employees to be in a suitable mental and physical condition to perform their assigned job duties satisfactorily at all times. In addition, Danish Gardens, LLC has an obligation to its employees to ensure safe working conditions. To meet that obligation and to further our commitment to promote high standards of employee performance, productivity, health, safety and reliability, Danish Gardens, LLC has established this policy.

Scope

This policy covers all applicants for employment and all hourly and salaried employees for Danish Gardens, LLC.

Prohibited Behavior

The following clearly outlines Danish Gardens, LLC's position regarding drugs and alcohol and the behaviors prohibited by this policy.

Employees Shall Not:

Report for work or remain at work with any *detectable* level of alcohol or controlled substance, intoxicant or illegal drug in their system.

Engage in the unauthorized use of any alcohol or illegal drug on Danish Gardens, LLC premises or on Danish Gardens, LLC time, including rest and meal periods.

Possess or attempt to distribute, sell, obtain, manufacture, transfer, share or receive any alcohol, controlled substance (drugs) or any other substances that impair job performance or pose a hazard to the safety and welfare of the employee, coworkers, customers or members of the community. Danish Gardens, LLC prohibits the use of drug paraphernalia or alcohol containers while you are on Danish Gardens, LLC property or Danish Gardens, LLC time. Violation of this rule will result in immediate termination.

Use medically authorized (prescription) or over-the-counter drugs in a manner inconsistent with the directions for the medication.

Medically Authorized (Prescription) Drugs, Over-the-Counter Drugs and Alcohol

When your doctor prescribes prescription drugs, you must ask whether the drugs will impair your ability to safely perform your job. If so, get the doctor's statement in writing. The doctor

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should be familiar with your work duties before signing the statement. The statement need not identify the drug, but may simply say that you are unable to perform safety-sensitive functions due to your prescription medication. *Give the doctor's written statement to either Managing Member.* Danish Gardens, LLC may ask the physician to complete a fitness-for-duty form indicating when we can expect you back at work. Where possible, Danish Gardens, LLC may temporarily assign other work consistent with your medical condition.

Some over-the-counter drugs also may impair job performance. Please read the instructions carefully to determine if any drug you are taking will impair your ability to safely perform your job. Danish Gardens, LLC may require a physician's written certification from employees requesting a job reassignment or time off for medical reasons or because they are taking an over-the-counter drug that impairs performance or safety. The certification need not identify the name of the drug.

Abuse of medically authorized or over-the-counter drugs is a violation of this policy. Using another person's prescription medication is also considered abuse.

In addition, occasionally alcohol is served at Danish Gardens, LLC-sponsored social events. Alcohol may be served at such events only with the approval of the president of Danish Gardens, LLC. Only the moderate and limited use of alcohol is acceptable. Employees are expected to remain responsible, professional and sober at all times.

On occasion, managerial and executive staff may entertain during work hours or after work hours as representatives of Danish Gardens, LLC. These occasions may include lunches, dinners and business conferences. On any such occasion, only the moderate and limited use of alcoholic beverages is acceptable. Managers and executives are expected to remain responsible, professional and sober at all times.

Violation of Policy

Employees who violate the drug and alcohol policy are subject to disciplinary action, up to and including termination.

Drug and Alcohol Testing

Danish Gardens, LLC tests for drugs and alcohol under the circumstances described below. We may require urine, saliva, breath and/or blood samples for a drug or alcohol test. When samples need to be analyzed in a laboratory, we will use one that is properly licensed.

Applicants for Employment

Any offer of employment is contingent upon satisfying drug-testing requirements. If the applicant fails to comply with this policy, the testing requirements or Danish Gardens, LLC's

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related requests or if the test result is positive, Danish Gardens, LLC will withdraw the offer of employment. Applicants who tamper with, adulterate or substitute their urine or other bodily samples are permanently barred from employment with us.

Suspicion

An employee's performance, appearance, behavior, speech, mood, odors, etc., can provide reasonable suspicion of a drug and/or alcohol policy violation. The suspicion can be grounds for requiring a fitness-for-duty evaluation, including a drug and/or alcohol test. The basis for reasonable suspicion can include, but is not limited to, the following:

Absenteeism or tardiness

Declining work performance (after unsuccessful supervisor intervention)

Physical indicators (for example, pinpoint pupils, dilated pupils, change in skin coloration, bloodshot eyes, excessive perspiration, etc.)

Behavioral indicators (for example, stumbling, slurred speech, incoherent speech, rapid speech, apparent confusion, moodiness, weariness, fatigue, unusually energetic, unfocused, lack of concentration, disorientation, emotional outburst, hostility, unexplained changes in behavior, inability to do normal job tasks, the unsafe handling of equipment or tools, behaviors such as drinking alcohol or using drugs, etc.

The smell of alcohol or drugs

When there is reasonable suspicion, the employee is not to return to work until fitness for duty is established. Danish Gardens, LLC will treat this time as a suspension pending the outcome of the drug and alcohol testing. In the absence of any other concurrent disciplinary action, Danish Gardens, LLC will pay for the straight time lost from work if the test results are negative.

Accidents

An accident includes any incident involving property damage, physical injury or near miss. Any employee that contributes to or causes an accident (e.g., a forklift driver who runs someone over) is subject to a drug test, as are any injured employees.

Important note: If a subsequent incident investigation results in a recommendation for termination of employment or other disciplinary action (i.e., for safety or other policy violation), the termination or other disciplinary action will occur regardless of the test results.

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Testing as Otherwise Required by a State or Federal Law or Regulation

You will also be required to submit to any drug or alcohol tests that are required by state or federal law or regulation while you are on Danish Gardens, LLC property or on Danish Gardens, LLC time.

Positive Test

If the test is positive, we may refer the employee to a certified drug and alcohol treatment center in lieu of discipline on the first such occasion. The following procedure will apply:

All “positive” tests are retested for confirmation. For a urinalysis, a gas chromatography/mass spectrometry test or a superior or equally reliable test will be conducted. Confirmatory tests also will be done for saliva, blood alcohol tests, breath tests or any other substance test.

If the secondary test confirms the initial positive result, Danish Gardens, LLC will immediately suspend the employee (without pay) for violation of Danish Gardens, LLC policy. The employee may then have the opportunity to sign either a “*Last Chance Agreement*” and seek treatment or sever his or her employment.

An employee who is offered rehabilitation must meet with an accredited Employee Assistance Program (EAP) counselor. This counselor will assess the nature and severity of the employee’s problem and establish a treatment program. Danish Gardens, LLC will consider a failure to complete the program or to cooperate with the drug and alcohol counselor as a breach of the “*Last Chance Agreement*” and will immediately terminate the employee.

Before returning to work, the employee is required to submit to an alcohol and/or drug test. This test must be alcohol-free and drug-free to allow the employee to return to work. After returning to work, the employee is required to submit to unscheduled testing at the employer’s discretion. The time period for unscheduled testing will be stated in the last chance agreement and may range from 12 months to five years. Danish Gardens, LLC may also require other conditions. Refusing to take a test during this period is considered a breach of the “*Last Chance Agreement*” and will result in immediate termination. A positive test will result in immediate termination for violation of Danish Gardens, LLC policy.

When an employee who is under a “*Last Chance Agreement*” tests positive for alcohol or drug use, the employee will be discharged. (Only one “*Last Chance Agreement*” is permitted; a second positive test will result in immediate termination.) Danish Gardens, LLC will also terminate an employee for any other violation of a “*Last Chance Agreement*,” as determined by Danish Gardens, LLC or the certified drug and alcohol counselor, apart from a positive test result.

Medical benefits may cover some costs for this treatment. Any costs accrued that are not covered by insurance are the sole responsibility of the employee.

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Appeal Procedure

When a sufficient sample is available, the employee or applicant, at his or her expense (but maintaining an independent chain of custody), will have the opportunity to have the sample sent from the original laboratory to a second licensed or approved facility for GC/MS testing or other approved confirmatory test. An employee may request an independent test by notifying **either Managing Member** in writing within five calendar days after the day the employee is informed of the test results. The test result will be kept confidential and will be available only to the employee and designated Danish Gardens, LLC representatives. If disciplinary action is executed for reasons other than the test results, the appeal will have no effect on such action. There is no appeal procedure for a confirmed positive breath alcohol test.

Refusal to Test

Danish Gardens, LLC will terminate an employee or withdraw any offer of employment to an applicant who refuses to submit to drug and alcohol testing under the conditions described in this policy or who otherwise fails to comply with this policy, the testing requirements or Danish Gardens, LLC's related requests.

Refusal to submit to a test includes failing without valid medical explanation to give enough urine, breath, blood or other approved physical sample for a drug or alcohol test and/or engaging in conduct that clearly obstructs the testing process.

Confidentiality

The results and records of alcohol and drug testing are considered confidential and must not be discussed or shared with anyone who does not need to know. Also, a manager must not discuss the suspected reason for a referral with anyone who does not need to know. These records shall *not* become part of an employee's personnel file.

Testing Samples

A local medical facility will collect samples for drug and alcohol testing. A licensed testing facility will do laboratory and confirmatory testing on samples. Employees and applicants may request the name and address of these facilities.

Searches

Our Danish Gardens, LLC policy on searches includes situations involving potential use or possession of drugs or alcohol on Danish Gardens, LLC property or Danish Gardens, LLC time. Please refer to the Search Policy contained elsewhere in this handbook for more information.

Employee Responsibility

It is the responsibility of all employees to:

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Sign a form consenting to drug and alcohol testing.

Abide by this policy.

Voluntarily seek assistance through the EAP if you have a substance abuse problem.

Encourage other employees to seek assistance.

Report any violations or any suspected violations of this policy to your immediate supervisor or to **either Managing Member**.

Other Conditions

Any employee tampering with, substituting, adulterating, falsifying or altering a drug or alcohol sample, screening test or any aspect of the testing process or providing inaccurate or false information will be subject to immediate termination.

Danish Gardens, LLC requires all employees to cooperate fully in any Danish Gardens, LLC or law enforcement investigations resulting from this policy. This includes signing any necessary authorizations for releasing test results to Danish Gardens, LLC. Danish Gardens, LLC will consider refusal to authorize the release of test results as a refusal to test.

Danish Gardens, LLC expects employees to be honest when questioned by a supervisor, manager or law enforcement officer. Any criminal conduct on Danish Gardens, LLC time or business will result in immediate termination of employment. An employee who intentionally interferes with a Danish Gardens, LLC investigation will be subject to disciplinary action including termination of employment.

Employees must comply with all Danish Gardens, LLC rules and job performance standards upon returning to work after completing a voluntary treatment program. Violation of Danish Gardens, LLC policy or rules will result in appropriate disciplinary action separate from this policy.

Danish Gardens, LLC reserves the right to decide whether reasonable suspicion exists, the level of discipline to be applied and whether an employee should be given the opportunity to participate in a drug and/or alcohol treatment program. Danish Gardens, LLC may amend this policy at any time.

Misconduct Away From the Workplace

Danish Gardens, LLC wishes to maintain an excellent reputation in the business and local community. We have a policy against employee misconduct that damages Danish Gardens, LLC's reputation or an employee's working relationship with Danish Gardens, LLC. This includes misconduct both at work and away from the workplace. *Danish Gardens, LLC policy requires all*

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employees to report drug-related and alcohol-related arrests and convictions within five calendar days of their occurrence. Violation of this policy will result in disciplinary action up to and including discharge from employment.

Definitions

For the purpose of this policy, the following definitions are provided:

“Presence” is ANY DETECTABLE LEVEL of alcohol or drugs in an employee’s blood or urine as determined by the testing agency and Danish Gardens, LLC. *[Optional but recommended language: A current list of the levels considered “detectable” may be obtained from the [person or department].]*

“Controlled substances” are all forms of narcotics, depressants, stimulants, hallucinogens and cannabis, whose sale, purchase, transfer, use or possession is prohibited by law.

“Over-the-Counter Drugs” are those that are generally available without prescription from a medical doctor and are limited to those drugs that can impair the judgment of an employee to safely do his or her duties.

“Medically Authorized (Prescription) Drugs” are those drugs that are used during medical treatment and are prescribed and authorized for use by a licensed physician, practitioner or dentist.

“Drug Paraphernalia” are any items that are used for the administering or storing of prohibited drugs.

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Work-Related Accidents and Injuries

Reporting Injuries

Report all on-the-job injuries or illnesses, no matter how slight, to your supervisor or the Workers' Compensation Coordinator immediately or no later than the end of your shift. Your failure to follow this procedure may affect your right to workers' compensation benefits and subject you to disciplinary action up to and including termination.

In the event that you become injured or ill at work, your supervisor will provide assistance and ensure that you get proper care. Your supervisor will assist in arranging for first aid treatment or needed transportation. In the event of a serious injury accident, your supervisor will assist in notifying emergency medical services.

In the event that you suffer an industrial injury or illness that requires immediate medical attention and the symptoms did not appear until after work hours (e.g. flash burns to the eyes), you must report the injury as soon as possible following treatment. Your failure to follow this procedure may affect your right to workers' compensation benefits and subject you to disciplinary action up to and including termination.

When employees are unable to complete their shift because of an industrial injury or illness, only a supervisor can excuse them from work. All employees who require medical care resulting from an industrial injury or illness, except in the case of emergency treatment, must obtain a Physician Referral Notice from their supervisor.

All employees returning to work following treatment for an industrial injury or illness must present a Return-to-Work Slip, signed by the treatment provider. Any employee attempting to return to work without a signed Return-to-Work Slip will be referred back to his or her treatment provider and Danish Gardens, LLC may consider time away from work as unexcused.

Time Off for Treatment and Recovery

Employees injured at work will receive regular wages for any time lost to obtain medical attention on the day of their accident. The injured employee will receive wages as if he or she completed the regularly scheduled shift.

Danish Gardens, LLC requires all employees excused from work as the result of an industrial injury or illness to maintain daily contact by phone and in person weekly with the personnel office (unless otherwise arranged). Failure to follow this procedure may subject employees to disciplinary action up to and including termination.

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All employees off work as the result of an industrial injury or illness must supply their supervisor or personnel office with a current phone number (unlisted or not, both home and message) and an address (both physical and Post Office box, if applicable).

Early Return To Work—Transitional, Modified or Alternate Duty

Whenever possible, Danish Gardens, LLC will provide temporary transitional, modified or alternate work to qualified employees who have sustained an industrial injury or illness. Transitional, modified or alternate work may be limited to 30 days or until the injured or ill employees receive a full-duty release returning them to their usual and customary jobs. If, at the end of 30 days, the employee has not returned to regular duty, Danish Gardens, LLC will re-evaluate the case. Following the evaluation, Danish Gardens, LLC may extend the offer of temporary transitional, modified or alternate work for two weeks at a time for a period not to exceed an additional 30 days.

Employees released to temporary transitional, modified or alternate work must report to work for their next regularly scheduled shift. In addition, employees must provide their supervisor with their temporary transitional, modified or alternate duty release forms, including detailed work restrictions.

Once the physician releases an employee to an available position within the employee's restrictions, the employee must abide by the physicians' restrictions and to follow through on necessary medical treatment.

Employees must notify **either Managing Member** if they are using any prescription drugs that may jeopardize job performance or safety. It is not necessary, however, that we know what specific drugs an employee is taking or why, but only that the employee can safely work.

Employees must notify their supervisor if they notice an increase in pain or disability or if they have any problems performing their job.

Danish Gardens, LLC encourages employees to schedule any needed follow-up medical care during non-work hours. Employees must give adequate notice to their supervisor to be relieved from work for doctors' appointments.

Reporting Accidents

In order that Danish Gardens, LLC can respond accordingly, you must report all accidents to your supervisor or **either Managing Member** immediately or no later than the end of your shift. You must report:

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Personal injuries to employees, contractors, temporary service workers or vendors

Property damage

Product damage

Any accident or near miss that you have observed

Your failure to follow this procedure may subject you to disciplinary action up to and including termination.

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Personnel Records

The accuracy of each employee's personnel records is essential for the proper handling of many issues of importance to you as well as to Danish Gardens, LLC. It is your responsibility to promptly notify **either Managing Member** of any of the following personal data changes:

Mailing address

Physical address/location

Home/message phone number

Person and phone number to call in the event of an emergency

Any official name change

Marital status change (marriage, divorce or separation)

Any change in dependent status (birth, marriage, death or loss of legal custody)

Insurance beneficiary

Military status

Forms to update your personnel records are available from your supervisor or **either Managing Member**. Changes may be made in person with **either Managing Member** during regular business hours. Failure to keep your personnel records up to date can adversely affect your work opportunities (e.g., if we are not able to contact you) and the eligibility of you and your dependents for employee benefits.

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Employee-Owned Tools and Equipment at the Workplace

This employee-owned tools and equipment at the workplace policy is in coordination with other Danish Gardens, LLC policies that are designed to provide a safe and efficient workplace.

General Requirement

Danish Gardens, LLC requires employee-furnished tools and personal protective equipment to be maintained in a safe condition at all times. Danish Gardens, LLC will inspect these items to maintain compliance with applicable federal and state safety and health regulations.

Employees must keep their tools and personal protective equipment in locked storage cabinets provided by Danish Gardens, LLC when these articles are not in use. Should any articles be lost due to theft or deteriorate to the point where replacement is necessary, the employee will pay for them.

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				Issue Date:	00-00-0000
Employee Handbook				Revision Date:	03-24-2016
				Re-issue Date:	00-00-0000
Prepared by:	Management	Authorized by:	President	Page No:	53

Employee Acknowledgment

I have received a copy of Danish Gardens, LLC Employee Handbook. I understand that it is my obligation to understand all of the rules, policies, terms and conditions and to abide by them. If I have any questions regarding these policies, I will ask my supervisor or **either Managing Member**. I understand and agree that employment at Danish Gardens, LLC is "at will." I also understand and agree that any provision of this handbook may be amended or revised at any time by Danish Gardens, LLC with or without notice.

Signed: _____ Date: _____

Please return to **either Managing Member** prior to your first payday.



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached, and submitted to any supplemental premises diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

☐☐

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas. Include dimensions in your drawing. Use additional copies of this form or attached additional documents as needed.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	

Mailing Address:					
City:		State:		ZIP:	

Primary Contact:			
Main Phone:		Cell Phone:	
Email:			



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

Restricted Access Areas (3 AAC 306.710):

Describe how you will prevent unescorted members of the public from entering restricted access areas:

Describe your processes for admitting visitors into and escorting them through restricted access areas:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your recordkeeping of visitors who are escorted into restricted access areas:

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Security Alarm Systems and Lock Standards (3 AAC 306.715):

Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures for preventing diversion of marijuana or marijuana product:

Describe your policies and procedures for preventing loitering:

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

Video Surveillance (3 AAC 306.720):

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:	Yes	No
Each restricted access area and each entrance to a restricted access area	<input type="checkbox"/>	<input type="checkbox"/>
Both the interior and exterior of each entrance to the facility	<input type="checkbox"/>	<input type="checkbox"/>
Each point of sale area	<input type="checkbox"/>	<input type="checkbox"/>

Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	<input type="checkbox"/>	<input type="checkbox"/>
Clearly and accurately displays the time and date	<input type="checkbox"/>	<input type="checkbox"/>
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	<input type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

☐ ☐

Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area

☐ ☐

Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board

☐ ☐

Video surveillance records are stored off-site

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Business Records (3 AAC 306.755):

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes No

All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises

☐ ☐

A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment

☐ ☐

The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises

☐ ☐

Records related to advertising and marketing

☐ ☐

A current diagram of the licensed premises including each restricted access area

☐ ☐

A log recording the name, and date and time of entry of each visitor permitted into a restricted access area

☐ ☐

All records normally retained for tax purposes

☐ ☐

Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed

☐ ☐

Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintained all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer “Yes” to all items below.

Marijuana Tracking and Weighing:

Yes No

A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used

☐ ☐

All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745

☐ ☐

Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer “Yes” to all items below.

Marijuana Handler Permit:

Yes No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

☐ ☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

☐ ☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired

☐ ☐

Describe how your establishment will meet the requirements for employee qualifications and training:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to the statement below.

Marijuana Waste Disposal:

Yes

No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it

☐☐

Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to all items below.

Marijuana Transportation:

Yes No

The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700

☐ ☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle

☐ ☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

☐ ☐

During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

☐ ☐

Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

☐ ☐

When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

☐ ☐

The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Signage and Advertising

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer “Agree” to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that:

Agree Disagree

Is false or misleading

☐

☐

Promotes excessive consumption

☐

☐

Represents that the use of marijuana has curative or therapeutic effects

☐

☐

Depicts a person under the age of 21 consuming marijuana

☐

☐

Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana

☐

☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21

☐ ☐

On or in a public transit vehicle or public transit shelter

☐ ☐

On or in a publicly owned or operated property

☐ ☐

Within 1000 feet of a substance abuse or treatment facility

☐ ☐

On a campus for post-secondary education

☐ ☐

Signage and Promotional Materials:

Agree Disagree

I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)

☐ ☐

The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products

☐ ☐

All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)

☐ ☐



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

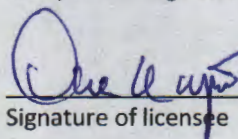
Form MJ-01: Marijuana Establishment Operating Plan

Section 8 – Control Plan for Persons Under the Age of 21

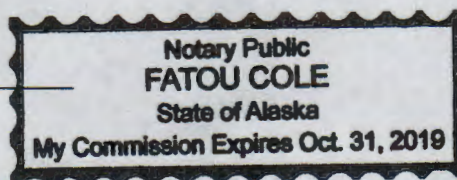
Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Any and all persons entering Danish Gardens facility will only have one point of access. Upon entering the facilities main entrance foyer and prior to entry of store gallery all patrons will be required to present valid and current identification such as but not limited to Drivers license, Passport, Military identification or other State of Alaska approved documentation. The identification and patron will be video recorded to ensure compliance and as well a log will be accurately kept of all patrons entry as well as verification of their exit. Signs will be posted outside and inside the premises that clearly bands anyone under the age of 21 from entry of the facility to include accompanied minors. Any employee in violation and/or attempted violation will be immediately dismissed and referred to local law enforcement. Any patron attempting to violate and or circumvent this policy will be immediately removed from the facility and banned from future re-entry as well as referred to local law enforcement for review.

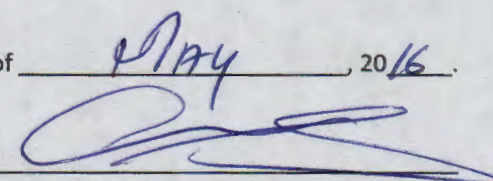
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee

DANE A WICK
Printed name



Subscribed and sworn to before me this 24th day of May, 2016.


Notary Public in and for the State of Alaska.

My commission expires: 10-31-19



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

What additional information is required for cultivation facilities?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Cultivation plan
- Odor control
- Testing procedure and protocols
- Security

This form must be submitted to AMCO's main office before any marijuana cultivation facility license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Section 2 – Prohibitions

Applicants should review 3 AAC 306.405 – 3 AAC 306.410 and be able to answer “Agree” to all items below.

The marijuana cultivation facility will not:

Agree Disagree

Sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation

☐ ☐

Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its licensee's premises or within 20 feet of the exterior of any building or outdoor cultivation facility

☐ ☐

Treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana

☐ ☐

Section 3 – Cultivation Plan

Review the requirements under 3 AAC 306.420, and identify how the proposed premises will meet the listed requirements.

Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's growing medium(s) to be used:

Describe the marijuana cultivation facility's fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used:

Describe the marijuana cultivation facility's irrigation and waste water systems to be used:



Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's waste disposal arrangements:

Section 4 – Odor Control

Review the requirements under 3 AAC 306.430, and identify how the proposed premises will meet the listed requirement.

Describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer “Agree” to the item below.

I understand and agree that:

Agree Disagree

The board will or the director shall from time to time require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks

☐☐

Describe the testing procedure and protocols the marijuana cultivation facility will follow:



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 6 – Security

Review the requirements under 3 AAC 306.430 and 3 AAC 306.470 – 3 AAC 306.475, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer “Agree” to the two items below.

The marijuana cultivation facility applicant has:

Agree Disagree

Read and understands and agrees to the packaging of marijuana requirements under 3 AAC 306.470

☐☐

Read and understands and agrees to the labeling of marijuana requirements under 3 AAC 306.475

☐☐

Restricted Access Area (3 AAC 306.430):

Yes

No

Will the marijuana cultivation facility include outdoor production?

☐☐

If “Yes”, describe the outdoor structure(s) or the expanse of open or clear ground fully enclosed by a physical barrier:



Alaska Marijuana Control Board
**Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility**

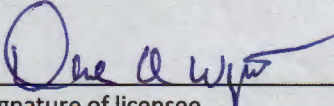
Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility:

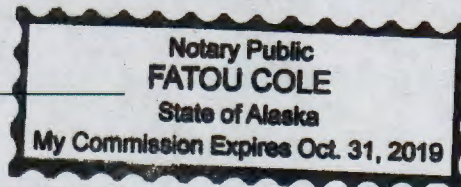
This proposed facility is constructed of poured wall concrete walls. There is no direct access to outside areas that would be considered viewable by the public, to include no windows.

I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

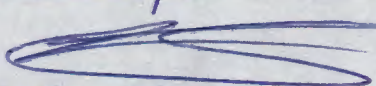
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee

DANE A Wyrick
Printed name



Subscribed and sworn to before me this 24th day of May, 20 16.


Notary Public in and for the State of Alaska.

My commission expires: 10-31-19



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit**What is this form?**

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Dane Wyrick	License Number:	10310		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Danish Gardens LLC				
Premises Address:	2430 Cinnabar Loop				
City:	Anchorage	State:	ALASKA	ZIP:	99507

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

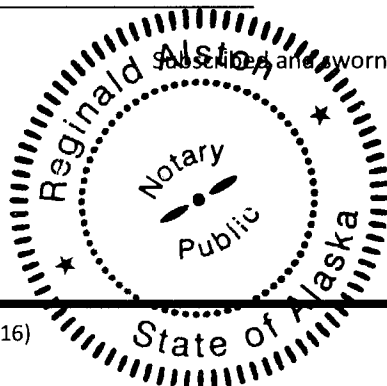
Start Date: 05/09/2016

End Date: 05/19/2016

Other conspicuous location: 5855 Lake Otis Pkwy, Anchorage, AK 99507 (Post Office)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Dane Wyrick
Signature of licensee



Subscribed and sworn to before me this 25 day of May, 2016.

Reginald Alston
Notary Public in and for the State of Alaska.

My commission expires: March 23, 2019

DANISH GARDENS, LLC

Safety Program Manual/ Injury & Illness Prevention Program

Revised On:
5/1/14

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POLICY STATEMENT ON SAFETY

The management of this company is very interested in working with you to provide a safe place in which to work. The prevention of accidents and injuries to our employees is the prime objective.

All company personnel are expected to take an active and constant interest in the prevention of accidents. We call upon all employees to use good common sense and in all their actions, take a second to think of the consequences to your fellow employees. We cannot overemphasize that all employees must do their part to minimize accidents.

Please show your support by demonstrating the following:

1. OBSERVING COMPANY SAFETY RULES.
2. KEEPING WORK AREAS FREE OF UNSAFE CONDITIONS.
3. AVOIDING AND ELIMINATING UNSAFE ACTS.
4. PROMPTLY REPORTING UNSAFE ACTS AND CONDITIONS.
5. REPORTING ALL ACCIDENTS IMMEDIATELY.

Accidents cause suffering and pain. We value each of you as individuals and hope you will cooperate with us in this important endeavor.

Any constructive criticism or suggestions toward improving safety on any of our jobs will be given prompt and careful consideration.

Sincerely,

Dane A. Wyrick
Managing member,
Danish Gardens, LLC

DUTIES AND RESPONSIBILITIES

A successful Safety and Injury and Illness Prevention Program can only be achieved and maintained when there is active interest, participation, and accountability at all levels of the organization. To ensure this, the company, delegates the following safety duties to all management personnel. In some cases, employees will need to perform safety duties outside their regular responsibilities to prevent accidents.

The Safety Program Administrator must plan, organize, and administer the program by establishing policy, setting goals and objectives, assigning responsibility, motivating subordinates, and monitoring results. Company management will support and maintain an ongoing Safety and Injury and Illness Prevention Program through the following:

1. Providing clear understanding and direction to all management and employees regarding the importance of safety through the development, implementation, monitoring and revision of policy and procedures.
2. Providing financial support for the Safety / Injury and Illness Prevention Program through the provision of adequate funds for the purchase of necessary safety materials, safety equipment, proper personal protective equipment, adequate time for employee safety training, and maintenance of tools and equipment.
3. Overseeing development, implementation, and maintenance of the safety manual, IIPP, and other required safety programs.
4. Maintaining a company commitment to accident prevention by expecting safe conduct on the part of all managers, supervisors, and employees.
5. Holding all levels of management and employees accountable for accident prevention and safety.
6. Reviewing all accident investigations to determine corrective action.

Managers and Supervisors play a key role in the prevention of accidents on the job. They have direct contact with the employees and know the safety requirements for various jobs. Safety responsibilities for these individuals include:

1. Enforce all safety rules in the Code of Safe Practices and ensure safe work procedures.
2. Verifying corrective action has been taken regarding safety hazards and accident investigations.
3. Conducting periodic documented inspections of the work sites to identify and correct unsafe actions and conditions that could cause accidents.
4. Act as a leader in company safety policy and setting a good example by following all safety rules.
5. Becoming familiar with local, state, and federal safety regulations. The Safety Coordinator is available for assistance.
6. Train all new and existing employees in proper safety procedures and the hazards of the job.
7. Instruct all employees, under their supervision, in safe work practices and job safety requirements.
8. Hold weekly safety meetings with employees.
9. Ensure employee proficiency when assigning work requiring specific knowledge, special operations or equipment.

10. Ascertain that all machinery, equipment, and workstations are maintained in safe working condition and operate properly.
11. Correct unsafe acts and conditions that could cause accidents.
12. Communicate with all employees about safety and accident prevention activities.
13. Correct the cause of any accident as soon as possible.
14. Ascertain that proper first aid and firefighting equipment is maintained and used when conditions warrant its use.
15. Maintain good housekeeping conditions at all times.
16. Investigate all injuries and accidents to determine their cause and potential corrective action.
17. Ascertain that all injuries involving our employees that require medical attention are properly treated and promptly reported to the office.

The Safety Program Administrator acts as a safety resource for the company and is responsible for maintaining program records. They will also be our primary person to deal with outside agencies regarding the safety program and its contents. Additional duties include:

1. Coordination of all loss prevention activities as a representative of management. Acting as a consultant to management in the implementation and administration of the Safety Program.
2. Develop and implement loss prevention policies and procedures designed to insure compliance with the applicable rules and regulations of all federal, state, and local agencies.
3. Review all accident reports to determine cause and preventability.
4. Conduct periodic reviews of the program and job sites to evaluate performance, discuss problems and help solve them.
5. Consult with representatives of our insurance companies in order that their loss control services will support the Safety Program.
6. Review Workers' Compensation Claims. Help supply the insurance carrier with information about injured employees in order to keep loss reserves as low as possible.

Every employee is responsible for working safely, both for self-protection and for protection of fellow workers. Employees must also support all company safety efforts. Specific employee safety responsibilities include:

1. If you are unsure how to do any task safely, ask your supervisor.
2. Read and abide by all requirements of the Safety Manual.
3. Know and follow the Code of Safe Practices and all company safety policies and rules.
4. Wear all required personal protective equipment.
5. Report all accidents and injuries, no matter how minor, to your supervisor immediately.

6. Do not operate any equipment you have not been trained and authorized to use.
7. Report any safety hazards or defective equipment immediately to your supervisor.
8. Do not remove, tamper with or defeat any guard, safety device or interlock.
9. Never use any equipment with inoperative or missing guards, safety devices or interlocks.
10. Never possess, or be under the influence of, alcohol or controlled substances while on the premises.
11. Never engage in horseplay or fighting.
12. Participate in, and actively support, the company safety program.

COMPLIANCE AND ENFORCEMENT

The compliance of all employees with our Safety Manual / IIPP is mandatory and shall be considered a condition of employment.

The following programs will be utilized to ensure employee compliance with the safety program and all safety rules.

- Training programs
- Retraining
- Disciplinary action
- Optional safety incentive programs

Training Programs

The importance of safe work practices and the consequences of failing to abide by safety rules will be covered in the New Employee Safety Orientation and safety meetings. This will help ensure that all employees understand and abide by company safety policies.

Retraining

Employees that are observed performing unsafe acts or not following proper procedures or rules will be retrained by their supervisor. A Safety Contact Report may be completed by the supervisor to document the training. If multiple employees are involved, additional safety meetings will be held.

Safety Incentive Programs

Although strict adherence to safety policies and procedures is required of all employees, the company may choose to periodically provide recognition of safety-conscious employees and job sites without accidents through a safety incentive program.

Disciplinary Action:

The failure of an employee to adhere to safety policies and procedures can have a serious impact on everyone concerned. An unsafe act can threaten not only the health and well being of the employee committing the unsafe act but can also affect the safety of his/her coworkers and customers. Accordingly, any employee who violates any of the company's safety policies will be subject to disciplinary action.

Note: Failure to promptly report any on-the-job accident or injury, on the same day as occurrence, is considered a serious violation of the Company's Code of Safe Practices. Any employee who fails to immediately report a work-related accident or injury, no matter how minor shall be subject to disciplinary action.

Employees will be disciplined for infractions of safety rules and unsafe work practices that are observed, not just those that result in an injury. Often, when an injury occurs, the accident investigation will reveal that the injury was caused because the employee violated an established safety rule and/or safe work practice(s). In any disciplinary action, the supervisor should be cautious that discipline is given to the employee for safety violations, and not simply because the employee was injured on the job or filed a Workers' Compensation claim.

Violations of safety rules and the Code of Safe Practices are to be considered equal to violations of other company policy. Discipline for safety violations will be administered in a manner that is consistent with the company's system of progressive discipline. If, after training, violations occur, disciplinary action will be taken as follows:

1. Oral warning. Document it, including date and facts on the "Safety Contact Report" form. Add any pertinent witness statements. Restate the policy and correct practice(s).
2. Written warning. Retrain as to correct procedure/practice.
3. Written warning with suspension.
4. Termination

As in all disciplinary actions, each situation is to be carefully evaluated and investigated. The particular step taken in the disciplinary process will depend on the severity of the violation, employee history, and regard to safety. Managers and supervisors should consult with the office if there is any question about whether or not disciplinary action is justified. Employees may be terminated immediately for willful or extremely serious violations. Union or contract employees are entitled to the grievance process specified by their contract.

Note: You must be consistent in the enforcement of all safety rules.

SAFETY COMMITTEE

Purpose

The purpose of the safety committee is to promote workplace safety and health by increasing the communication, education, and involvement of company personnel. The Safety Program Administrator holds permanent membership in the safety committee in order to ensure that responsibility is delegated appropriately.

Membership

The safety committee membership shall be represented by the safety program administrator, supervisory and non-supervisory employees, with non-supervisory employees being the majority. The employees on the committee will be volunteers and will serve on the committee for a two-year term (except for the safety program administrator).

Meetings

There will be one committee meeting every quarter. The dates will be determined by the members' schedules. All committee meetings and training will be conducted during working hours. All committee members will be compensated at their normal rate of pay during the meetings, committee specific training, and any other committee related duties.

Emergency Meetings

The committee may conduct an emergency meeting if the majority of the members feel that such a meeting is necessary. If an emergency meeting is called outside regular working hours, the non-salaried employees will be compensated at their overtime rate.

Recordkeeping

Complete and accurate records of the functions and proceedings of the safety committee will be maintained by the Corporate Office with copies distributed to each worksite.

Meetings will be recorded and minutes will be prepared following each committee meeting. Copies of the minutes will be kept at each worksite. These documents will be made available for inspection upon request by any employee.

Communication

All original written communications between the company and the committee, or true copies thereof, will be maintained at each jobsite and made readily available for inspection by government agencies.

The company shall issue a timely written response to all written questions and recommendations from the safety committee.

COMMUNICATION

This section establishes procedures designed to develop and maintain employee involvement and interest in the Safety Manual. These activities will also ensure effective communication between management and employees on safety related issues that is of prime importance to the company. The following are some of the safety communication methods that may be used:

1. Periodic safety meetings with employees that encourage participation and open, two-way communication.
2. New employee safety orientation and provision of the Code of Safe Practices.
3. Provision and maintenance of employee bulletin boards discussing safety issues, accidents, and general safety suggestions.
4. Written communications from management or the Safety Program Manager, including memos, postings, payroll stuffers, and newsletters.
5. Anonymous safety suggestion program.

Employees will be kept advised of highlights and changes relating to the safety program. Management shall relay changes and improvements regarding the safety program to employees, as appropriate. Employees will be involved in future developments and safety activities, by requesting their opinions and comments, as necessary.

All employee-initiated safety related suggestions shall be properly answered, either verbally or in writing, by the appropriate level of management. Unresolved issues shall be relayed to the program manager or safety committee members.

All employees are encouraged to bring any safety concerns they may have to the attention of management. The company will not discriminate against any employee for raising safety issues or concerns.

The company also has a system of anonymous notification whereby employees who wish to inform the company of workplace hazards without identifying themselves may do so by phoning or sending written notification to the main office.

CODE OF SAFE PRACTICES

ALL EMPLOYEES

Housekeeping

1. Do not place material such as boxes or trash in walkways and passageways.
2. Keep floors clear of items such as paper clips, pencils, tacks, or staples.
3. Clean up spills or leaks immediately by using a paper towel, rag or a mop and bucket.
4. Mop up water around drinking fountains, drink dispensing machines, and ice machines.
5. Do not store or leave items on stairways.
6. Do not block or obstruct stairwells, exits, or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
7. Straighten or remove rugs and mats that do not lie flat on the floor.
8. Return tools to their storage places after use.
9. Do not use gasoline for cleaning purposes.
10. Use caution signs or cones to barricade slippery areas such as freshly mopped floors.
11. Obey all posted safety and danger signs.

Ergonomics and Video Display Terminals

1. Take periodic rest breaks from repetitive or prolonged activities by standing up and stretching.
2. Use a chair that is padded, is stable, mobile, swivels, and allows operator movement.
3. Sit straight up in your chair, and when needed use a footrest that has an adjustable height and is large enough to allow operator movement.
4. Adjust your computer screen and keyboard so that they are directly in front of you. Use a table large enough to hold keyboard, the display screen and all necessary documents.
5. Place the keyboard low enough so that the operator is not required to reach up or out to the keys.
6. Keep wrists and hands in a straight position while keystroking by keeping forearms parallel to the floor and elbows at your sides.

Hazardous Materials

1. Follow the instructions on the label and in the corresponding Material Safety Data Sheet (MSDS) for each chemical product used in your workplace.
2. Use personal protective clothing or equipment such as neoprene gloves, rubber boots, shoe covers, rubber aprons, and protective eyewear, when using chemicals labeled "Flammable", "Corrosive", and "Caustic" or "Poisonous".
3. Each time you use your gloves, wash your gloves before removing them using cold tap water and normal hand washing motion. Always wash your hands after removing the gloves.
4. Use a rubber cradle when transporting unpackaged, glass bottles of chemicals.
5. Do not store chemical containers labeled "Oxidizer" with containers labeled "Corrosive" or "Caustic".
6. Wear chemical goggles and a face shield when using, applying, or handling chemical liquids or powders from containers labeled "Caustic" or "Corrosive".

Lifting Procedures

1. Plan the move before lifting; remove obstructions from your chosen pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back.
8. Keep your back straight.
9. Get a firm grip on the object with your hands and fingers. Use handles when present.

10. Never lift anything if your hands are greasy or wet.
11. Wear protective gloves when lifting objects with sharp corners or jagged edges.
12. Hold objects as close to your body as possible.
13. Perform lifting movements smoothly and gradually; do not jerk the load.
14. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
15. Set down objects in the same manner as you picked them up, except in reverse.
16. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.
17. Slide materials to the end of the tailgate before attempting to lift them off a pick-up truck. Do not lift over the walls or tailgate of the truck bed.
18. Wear protective gloves when lifting objects that have sharp corners or jagged edges.

Ladders and Step Ladders

1. Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked, or split side rails, missing rubber footpads, or other visible damage.
3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
4. Do not use a metal ladder on rooftops or within 50 feet of electrical power lines.
5. Do not place a ladder in a passageway or doorway without posting warning signs or cones that detour pedestrian traffic away from the ladder. Lock the doorway that you are blocking with the ladder and post signs that will detour traffic away from your work.
6. Allow only one person on the ladder at a time.
7. Face the ladder when climbing up or down.
8. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.
9. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
10. Do not stand on the top two rungs of any ladder.
11. Do not stand on a ladder that wobbles, or that leans to the left or right.
12. When using a ladder, extend the top of the ladder at least 3 feet above the edge of the landing.
13. Secure the ladder in place by having another employee hold it.
14. Do not move a rolling ladder while someone is on it.
15. Do not place ladders on barrels, boxes, loose bricks, pails, concrete blocks, or other unstable bases.
16. Do not carry items in your hands while climbing up or down a ladder.
17. Do not try to "walk" a ladder by rocking it. Climb down the ladder, and then move it.
18. Do not use a ladder as a horizontal platform.

Carts

1. Do not exceed the rated load capacity noted on the manufacturer's label on the cart.
2. Ask a spotter to help guide carts around corners and through narrow aisles.
3. Do not stand on a cart or float or use it as a work platform.

Hand Truck Operations

1. When loading hand trucks, keep your feet clear of the wheels.
2. Do not exceed the manufacturer's load rated capacity. Read the capacity plate on the hand truck if you are unsure.
3. Place the load so that it will not slip, shift, or fall. Use the straps, if they are provided, to secure the load.
4. For extremely bulky or pressurized items such as gas cylinders, strap or chain the items to the hand truck.
5. Tip the load slightly forward so that the tongue of the hand truck goes under the load.
6. Push the tongue of the hand truck all the way under the load that is to be moved.
7. Keep the center of gravity of the load as low as possible by placing heavier objects below the lighter objects.
8. Push the load so that the weight will be carried by the axle and not the handles.
9. If your view is obstructed, ask a spotter to assist in guiding the load.

10. Do not walk backward with the hand truck, unless going up stairs or ramps.
11. When going down an incline, keep the hand truck in front of you so that it can be controlled at all times.
12. Move hand trucks at a walking pace.
13. Store hand trucks with the tongue under a pallet, shelf, or table.

Storeroom/Stockroom:

1. Use long handled snips when cutting strapping bands away from a shipping container.
2. Wear your safety glasses when cutting strapping bands, uncrating materials, and driving nails.
3. Stand to the side of the strapping band when cutting it. Use extreme care when removing bands from pipe on round stock loads. Chock or block loads before removing band to prevent a load shift.
4. Do not use pallets or skids that are cracked or split or have other visible damage.
5. Stack heavy or bulky storage containers on middle and lower shelves of the storage rack.
6. Do not run on stairs or take more than one-step of a staircase at a time.
7. Do not jump from elevated places such as truck beds, platforms, or ladders.
8. Do not lift slippery or wet objects; use a hand truck.
9. Follow the safe handling instructions listed on the label of the container or listed on the corresponding Material Safety Data Sheet when handling each chemical stored in the stockroom.
10. Do not handle or load any containers of chemicals if their containers are cracked or leaking.

Driving Safety

Fueling Vehicles

1. Turn the vehicle off before fueling.
2. Do not smoke while fueling a vehicle.
3. Wash hands with soap and water if you spill gasoline on your hands.

Driver Safety Rules

1. The use of a vehicle while under the influence of intoxicants and other drugs is forbidden and is sufficient cause for discipline, including dismissal.
2. No driver shall operate a vehicle when his/her ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.
3. All drivers and passengers operating or riding in vehicles must wear seat belts, even if air bags are available.
4. No unauthorized personnel (e.g. Hitchhikers) are allowed to ride in vehicles.
5. Headlights shall be used 1/2 hour after sunset and 1/2 hour before sunrise, or during inclement weather or at any time when a distance of 500 feet ahead of the vehicle cannot be seen clearly.
6. All other state laws, local laws, or D.O.T. Motor Carrier Safety Regulations must be obeyed.

Defensive Driving Rules

1. Drivers are required to maintain a safe following distance at all times. To estimate your following distance, pick a stationary object ahead of you. As the vehicle in front of you passes the object, begin counting 1001, 1002, 1003, etc. until you reach the same object. This counts the number of seconds between you and the vehicle ahead of you.
2. Drivers of passenger vehicles should keep a two-second interval between their vehicle and the vehicle immediately ahead. During slippery road conditions, the following distance should be increased to at least four-seconds.
3. Drivers must yield the right of way at all traffic control signals and signs requiring them to do so. Drivers should also be prepared to yield for safety's sake at any time. Pedestrians and bicycles in the roadway always have the right of way.
4. Avoid driving in other driver's blind spots; attempt to maintain eye contact with the other driver, either directly or through mirrors.
5. Drivers must honor posted speed limits. In adverse driving conditions, reduce speed to a safe operating speed that is consistent with the conditions of the road, weather, lighting, and volume of traffic. Tires can hydroplane on wet pavement at speeds as low as 40 MPH.
6. Turn signals must be used to show where you are heading; while going into traffic and before every turn or lane

change.

7. When passing or changing lanes, view the entire vehicle in your rear view mirror before pulling back into that lane.
8. Be alert of other vehicles, pedestrians, and bicyclists when approaching intersections. Never speed through an intersection on a caution light. Approach a stale green light with your foot poised over the brake to reduce your reaction time should it be necessary to stop. When the traffic light turns green, look both ways for oncoming traffic before proceeding.
9. When waiting to make left turns, keep your wheels facing straight ahead. If rear-ended, you will not be pushed into the lane of oncoming traffic.
10. When stopping behind another vehicle, leave enough space so you can see the rear wheels of the car in front. This allows room to go around the vehicle if necessary, and may prevent you from being pushed into the car in front of you if you are rear-ended.
11. Avoid backing where possible, but when necessary, keep the distance traveled to a minimum and be particularly careful.
12. Check behind your vehicle. Operators of large vehicles should walk around their vehicle before backing and/or have someone guide you.
13. Back to the driver's side. Do not back around a corner or into an area of no visibility.

What To Do In Case Of An Accident

In an attempt to minimize the results of an accident, the driver must prevent further damages or injuries, obtain all pertinent information, and report it accurately.

1. Call for medical aid if necessary.
2. Secure accident scene -- pull onto shoulder or side of road, redirect traffic, set up road flares/reflectors, etc.
3. Call the police. All accidents, regardless of severity, must be reported to the police. If the driver cannot get to phone, he should write a note giving location to a reliable appearing motorist and ask him to notify the police.
4. Record names and addresses of driver, witnesses, and occupants of the other vehicles and any medical personnel who may arrive at the scene.
5. Obtain pertinent information including: license number of other drivers, insurance company names and policy numbers of other vehicles, make, year, model of other vehicles, date and time of accident, overall road and weather conditions.
6. Draw a diagram of the accident scene and note the street names and locations of traffic signs, signals, etc.
7. Do not discuss the accident with anyone at the scene except the police. Do NOT accept any responsibility for the accident. DO NOT argue with anyone.
8. Provide the other party with your name, address, phone number, drivers' license number, and insurance information.
9. Immediately report the accident to your supervisor. Provide a copy of the accident record and/or your written description of the accident.
10. Cooperate fully with any follow-up from claims personnel.

OFFICE EMPLOYEES

General Rules

1. Do not stand on furniture to reach high places.
2. Do not kick objects out of your pathway; pick them up or push them out of the way.
3. Do not jump from ladders or step stools.
4. Do not block your view by carrying large or bulky items; use the dolly or hand truck or get assistance from a fellow employee.
5. Do not throw matches, cigarettes or other smoking materials into trash baskets.
6. Do not tilt the chair you are sitting in. Keep all chair legs on the floor.
7. Use a ladder or step stool to retrieve or store items that are located above your head.

Doors

1. Keep doors in hallways fully open or fully closed.
2. Use the handle when closing doors.

Files

1. Open only one file cabinet drawer at a time. Close the filing cabinet drawer you are working in before opening another filing drawer in the same cabinet.
2. Put heavy files in the bottom drawers of file cabinets.
3. Use the handle when closing drawers and files.

Sharp Objects

1. Store sharp objects, such as pens, pencils, letter openers or scissors in drawers or with the tips pointing down in a container.
2. Carry pencils, scissors, and other sharp objects with the tips pointing down.

Paper Cutter/Shredder

1. Position hands and fingers on the handle of the paper cutter before pressing down on the blade.
2. Keep the paper cutter handle in the closed or locked position when it is not being used.
3. Do not use paper-cutting devices if the finger guard is missing.
4. Do not place your fingers in or near the feed of a paper shredder.

Staplers

1. Point the ejector slot away from yourself and bystanders when refilling staplers.
2. Keep fingers away from the ejector slot when loading or testing stapling devices.
3. Use a staple remover, not your fingers, for removing staples.

Electrical

1. Do not use frayed, cut, or cracked electrical cords.
2. Do not connect multiple electrical cords into a single outlet.
3. Do not use extension or power cords that have the ground prong removed or broken off.
4. Use a cord cover or tape the cord down when running electrical cords across aisles, between desks or across entrances or exits.
5. Turn the power switch to "Off" and unplug office machines before adjusting, lubricating or cleaning them.

Fans

1. Do not use fans that have excessive vibration or missing guards.
2. Do not place floor type fans in walkways, aisles, or doorways.

Stairs

1. Use the handrails when ascending or descending stairs or ramps.
2. Do not run on stairs or take more than one-step at a time.

Phone Use

1. Sit up straight in your chair.
2. Keep your feet on floor.
3. If the chair height is too high, use a book or other object as a footrest.
4. If you use a traditional handset, do not hold the receiver by bending your neck to trap the receiver between your head and shoulder. Hold the receiver with your hand.
5. Use your headset for extended phone use.
6. For additional lower back support, place a pillow or bundled clothing in the chair at the small of your back.

SHOP/SERVICE EMPLOYEES

Lockout/Tag out

NOTE: Devices such as padlocks shall be provided for locking out the source of power at the main disconnect switch. Before any maintenance, inspection, cleaning, adjusting or servicing of equipment (hydraulic, electrical, mechanical or air) that requires entrance into or close contact with the machinery or equipment, the main power disconnect switch or valve, or both, controlling its source of power or flow of material, shall be locked-out or blocked off with a padlock, blank flange or similar device.

1. Do not perform any maintenance, inspection, cleaning, adjusting or servicing of any equipment without following the employer lockout / tag out program.
2. If required to work on powered equipment (hydraulic, electrical, air, etc.), you must have your personal padlock with your name on it and personal key on your person at all times.
3. Attach your own lock or tag when you need to isolate an energy source.
4. Do not remove a lock from any equipment unless you placed it there yourself. Each person shall place his/her own lock/tag when required to isolate an energy source.
5. Do not start any adjustment, service or repair without verifying that the tag/lock out switch or control cannot be by-passed or over-ridden.
6. Disconnect and padlock all machine power disconnects in the off position before removing guards for the purpose of working "ON" or "IN" the machinery or its approaching unguarded parts. (NOTE: When more than one employee is working on a single piece of equipment, each employee must use his own padlock along with lockout tongs to lock out the equipment. When the work is completed, he must remove only his lock.)
7. Lockout verification:
 - Verify that the locked-out switch or control cannot be overridden.
 - Test the equipment to be certain that the locked-out switch is de-energized and not simply malfunctioning.
 - Press all start buttons to see if the equipment starts.
 - Ensure the system you will be working on is the same one that has been locked out.
8. Before restarting the equipment, verify the following:
 - All tools and other items have been removed.
 - All machine guards are in place.
 - All electric systems are reconnected.
 - All employees are clear of equipment.
9. Before machinery is put back into use after LOCKOUT/TAGOUT, give a verbal announcement / sound warning to fellow employees.

Forklifts – Pre-Use Inspection

Do not use forklift if any of the following conditions exist:

1. The mast has broken or cracked weld-points.
2. The roller tracks are not greased or the chains are not free to travel.
3. Forks are unequally spaced or cracks exist along the blade or at the heels.
4. Hydraulic fluid levels are low.
5. Hydraulic line and fitting have excessive wear or are crimped.
6. Fluid is leaking from the lift or the tilt cylinders.
7. The hardware on the cylinders is loose.
8. Tires are excessively worn, split, or have missing tire material.
9. Air filled tires are not filled to the operating pressure indicated on the tire.
10. Batteries have cracks or holes, uncapped cells, frayed cables, broken cable insulation, loose connections, or clogged vent caps.

Starting the Forklift

- Apply the foot brake and shift gears to neutral before turning the key.

Picking Up a Load

1. Square up on the center of the load and approach it straight on with the forks in the travel position.

2. Stop when the tips of your forks are about a foot from the load.
3. Level the forks and slowly drive forward until the load is resting against the backrest of the mast.
4. Lift the load high enough to clear whatever is under it.
5. Back up about one foot, and then slowly and evenly tilt the mast backwards to stabilize the load.

Putting a Load Down

1. Square up and stop about one foot from desired location.
2. Level the forks and drive to the loading spot.
3. Slowly lower the load to the floor.
4. Tilt the forks slightly forward so that you do not hook the load.
5. When the path behind you is clear of obstructions, back straight out until the forks have cleared the pallet.

Stacking One Load on Top of Another

1. Stop about one foot away from the loading area and lift the mast high enough to clear the top of the stack.
2. Slowly move forward until the load is squarely over the top of the stack.
3. Level the forks and lower the mast until the load is no longer supported by the forks.
4. Look over both shoulders for obstructions and back straight out if the path is clear.

Forklift Safety Rules

1. Do not exceed the lift capacity of the forklift. Read the lift capacity plate on the forklift if you are unsure.
2. Follow the manufacturer's guidelines concerning changes in the lift capacity before adding an attachment to a forklift.
3. Lift the load an inch or two to test for stability: If the rear wheels are not in firm contact with the floor, take a lighter load or use a forklift with a higher lift capacity.
4. Do not raise or lower a load while you are en route. Wait until you are in the loading area and have stopped before raising or lowering the load.
5. After picking up a load, adjust the forks so that the load is tilted slightly backward for added stability.
6. Drive with the load at a ground clearance height of 4-6 inches at the tips and 2 inches at the heels in order to clear most uneven surfaces and debris.
7. Drive at a walking pace and apply brakes slowly to stop when driving on slippery surfaces such as icy or wet floors.
8. Do not drive over objects in your pathway.
9. Do not drive into an area with a ceiling height that is lower than the height of the mast or overhead guard.
10. Steer wide when making turns.
11. Do not drive up to anyone standing or working in front of a fixed object such as a wall.
12. Do not drive along the edge of an unguarded elevated surface such as a loading dock or staging platform.
13. Obey all traffic rules and signs.
14. Sound horn when approaching blind corners, doorways, or aisles to alert other operators and pedestrians.
15. Stay a minimum distance of three truck lengths from other operating mobile equipment.
16. Drive in reverse and use a signal person when your vision is blocked by the load.
17. Look in the direction that you are driving; proceed when you have a clear path.
18. Do not use bare forks as a man-lift platform.
19. Do not drive the forklift while people are on the attached man-lift platform.
20. Drive loaded forklifts forward up ramps.
21. Raise the forks an additional two inches to avoid hitting or scraping the ramp surface as you approach the ramp.
22. Drive loaded forklifts in reverse when driving down a ramp.
23. Drive unloaded forklifts in reverse when going up a ramp and forward when going down a ramp.
24. Do not attempt to turn around on a ramp.
25. Do not use "Reverse" to brake.

26. Lower the mast completely, turn off the engine, and set the parking brake before leaving your forklift.

Gasoline/Diesel Fueled Forklifts

1. Never use anything with an open flame (such as lighters or lanterns) to check the fuel level in the tank.
2. Do not fuel forklifts while the engine is running.
3. Do not operate a forklift with a leak in the fuel system.
4. Use care when filling fuel tanks to avoid overfilling and spilling fuel.
5. Replace fuel tank cap before restarting engine.
6. Use only approved safety cans when storing or transporting fuel.

Propane Fueled Forklifts

1. Do not refuel forklifts with permanently mounted propane containers inside the building.
2. Do not park forklifts in areas of excessive heat or sources of ignition such as heaters, furnaces or welding areas.
3. Check tanks to ensure there are no sharp dents or gouges that could weaken the vessel.
4. Do not throw, drag, drop, or roll the propane cylinder.
5. Check fuel lines for damage, such as cuts, dry rot, chafing, or exposure to manifold heat.
6. Wear protective gloves, such as leather or cotton when changing propane tanks.
7. After installing a full cylinder, check fittings for leaks with a soap solution. Do not check cylinder for leaks with an open flame or with bare hands.
8. Make sure locating pin is intact and that it properly secures the tank to the forklift.
9. Close the propane tank service valve if the tank is kept on the forklift overnight.
10. Inspect quick-disconnect coupling for any signs of visible damage, deterioration, dirt, or debris and for damaged or missing flexible seals.
11. Inspect threads to ensure they are not flattened or gouged.
12. Open the fuel control valve fully, then turn it toward the closed position 1/4 to 1/2 turn before starting the forklift.
13. Store propane tanks in a location where they will not be exposed to high temperature rise, physical damage, or tampering.
14. Do not smoke when handling or changing propane fuel tanks.

Battery Operated Forklifts

1. Do not lay tools or metal parts on top of a battery.
2. Turn battery chargers off prior to connecting the cables to the battery posts.
3. Position the fork truck so that the battery is aligned with the rollers or the hoist used for moving the battery and engage the fork truck brake before removing the battery and placing it onto the charging rack.
4. Set the brakes on the lift truck prior to connecting the charging cables to the battery on the lift truck.
5. Return charging cables to their designated location as soon as battery charging is complete.
6. Do not smoke in the battery charging areas.
7. Manually flip the fan motor to the "On" position before operating the battery charger.

Loading Docks

1. Keep the forklift clear of the dock edge while vehicles are backing up to the dock.
2. Do not begin loading or unloading until the supply truck has come to a complete stop, the engine has been turned off, the dock lock has been engaged, and the wheels have been chocked.
3. Attach the bridge or dock plate before driving the forklift into the truck.
4. Do not drive the forklift into a truck bed that has soft or loose decking or other unstable flooring.
5. Drive straight across the bridge plates when entering or exiting the trailer.
6. Use dock lights or headlights when working in a dark trailer.

Cranes and Hoists

1. Do not use load hooks or chains that are cracked, bent, elongated, or broken.

2. Do not use cranes that do not have their rated load capacity indicated on each side of the crane or on its load block.
3. Passengers are not permitted to ride inside the operator's cab of a truck crane.
4. Keep crane windows clean. Do not use a crane if its windows are broken.
5. Do not exceed posted weight limits on hoists.
6. Do not operate a crane on soft ground without cribbing and mats.
7. Fully extend outriggers before attempting a lift.
8. Stay outside the barricades of the posted swing radius.
9. Do not perform any crane retrofits or modifications without the manufacturer's approval.
10. Do not leave the crane unattended with a hoisted load.
11. Do not hoist loads over people.
12. Do not drive on the road shoulders.
13. Wear high visibility vests.
14. Wear the prescribed personal protective equipment such as hardhat, goggles, gloves, dust masks, and hearing protection when operating a hoist.
15. Replace the belts, gears or rotating shaft guards after servicing a crane; do not use the crane if guards are missing from these areas.

Lifting Equipment (Chains, Cables, Ropes, Slings, etc.)

1. Do not use chain slings if links are cracked, twisted, stretched, or bent.
2. Fabricate all wire in wire rope slings by using thimbles; do not form eyes by using wire clips or knots.
3. Do not shorten slings by using makeshift devices such as knots or bolts.
4. Do not use a kinked chain.
5. Protect slings from the sharp edges of their loads by placing pads over the sharp edges of the items that have been loaded.
6. Do not place your hands between the sling and its load when the sling is being tightened around the load.
7. Wear work gloves when handling rough, sharp-edged, or abrasive material such as chains, cables ropes, or slings.
8. Do not alter or remove the safety latch on hooks. Do not use a hook that does not have a safety latch, or if the safety latch is bent.
9. Lift the load from the center of hooks, not from the point.

Heavy Equipment Safety

General

1. No passengers are permitted on heavy equipment.
2. Keep windows and windshield clean.
3. Do not use heavy equipment if its horn or backup alarm does not sound.
4. Turn off the engine before leaving heavy equipment unattended.
5. Do not jump off or onto any heavy equipment.
6. Keep heavy equipment in gear when going down grade. Do not use neutral.
7. Display the "Slow Moving Vehicle" sign when operating heavy equipment on roads.
8. Do not operate backhoes, power shovels and other heavy equipment within two (2) feet from the edge of an excavation.

Backhoe/Power Shovel Operations

1. Do not operate backhoes, power shovels and other heavy equipment within two (2) feet from the edge of the excavation.
2. Do not use a bucket or other attachments for a temporary platform for workers.
3. Stay in the compartment during operation of the backhoe or power shovel. Do not reach in or attempt to operate controls from outside the backhoe or power shovel.
4. Do not use a bucket or other attachments for a staging or temporary platform for workers.
5. Do not operate backhoe over or across underground utilities that are marked by paint, flagged, or staked.
6. Set swing brake of the bucket arm when moving the vehicle to and from the digging site.

Front End Loader Operator

1. Only the front-end loader operator is allowed to operate the front-end loader.
2. Do not carry passengers on the front-end loader.
3. To avoid "tipping", do not exceed the manufacturer's load rated capacity posted on the arm of the front-end loader.
4. Do not lift the front-end loader bucket over another person.
5. Never leave the front-end loader unattended while the motor is running.

Hand Tools

1. Use tied-off containers to keep tools from falling off scaffolds and other elevated work platforms.
2. Keep the blades of all cutting tools sharp.
3. Carry all sharp tools in sheaths or holsters.
4. Tag worn, damaged, or defective tools "Out of Service" and do not use them.
5. Do not use a tool if its handle has splinters, burrs, cracks, splits or if the head of the tool is loose.
6. Do not use impact tools such as hammers, chisels, punches, or steel stakes that have mushroomed heads.
7. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
8. Do not chop at heights above your head when working with a hand axe.
9. Do not carry sharp or pointed hand tools such as screwdrivers, scribes, aviation snips, scrapers, chisels or files in your pocket unless the tool or pocket is sheathed.
10. Do not perform "make-shift" repairs to tools.
11. Do not use "cheaters" on load binders or "boomers."
12. Do not carry tools in your hand when climbing. Carry tools in tool belts or hoist the tools to the work area with a hand line.
13. Do not throw tools from one location to another, from one employee to another, from scaffolds or other elevated platforms.

Tool Boxes/Chests/Cabinets

1. Do not use a tool box or chest as a workbench.
2. Use the handle when opening and closing a drawer or door of a tool box, chest, or cabinet.
3. Do not open more than one drawer of a tool box at a time.
4. Do not stand on tool boxes, chests or cabinets to gain extra height.
5. Tape over or file off sharp edges on tool boxes, chests or cabinets.
6. Close and lock all drawers and doors before moving the tool chest to a new location.
7. Do not move a tool box, chest or cabinet if it has loose tools or parts on the top.
8. Lock the wheels on large tool boxes, chests or cabinets to prevent them from rolling.

Chisels

1. Keep the cutting edge of the chisel sharp.
2. Do not use chisels with damaged striking ferrules.
3. Hold a chisel with a tool holder if possible.
4. Clamp a small work piece in a vise and chip towards the stationary jaw when working with a chisel.

Clamps

1. Do not use the C-clamp for hoisting materials.
2. Do not use the C-clamp as a permanent fastening device.

Files/Rasps

1. Do not use a file as a pry bar, hammer, screwdriver, or chisel.
2. When using a file or a rasp, grasp the handle in one hand and the toe of the file in the other.

3. Do not hammer on a file.

Hammers

1. Use a claw hammer for pulling nails and driving nails.
2. Do not strike nails or other objects with the cheek of the hammer.
3. Do not strike a hardened steel surface, such as a cold chisel, with a claw hammer.
4. Do not strike one hammer against another hammer.
5. Do not use a hammer if your hands are oily, greasy, or wet.
6. Do not use a hammer as a wedge, a pry bar or for pulling large spikes.
7. Use only a sledge-type hammer on a striking face wrench.

Knives/Sharp instruments

1. When handling knife blades and other cutting tools, direct sharp points and edges away from you.
2. Store knives in knife blocks or in sheaths after use.
3. Do not use knives with dull blades.
4. Do not use honing steels that do not have disc guards.
5. Do not attempt to catch a falling knife.
6. Use knives for the operation for which they are named.
7. Do not use knives with broken or loose handles.
8. Do not use knives as screwdrivers, pry bars, can openers or ice picks.
9. Do not pick up knives by their blades.
10. Carry knives with their tips pointed towards the floor.

Pliers

1. Do not attempt to force pliers by using a hammer on them.
2. Do not slip a pipe over the handles of pliers to increase leverage.
3. Use pliers with insulated handles for electrical work.
4. Do not use pliers that are cracked, broken, or sprung.
5. When using diagonal cutting pliers, shield the loose pieces of cut material from flying into the air by using a cloth or your gloved hand.

Saws

1. Do not use an adjustable blade saw such as a hacksaw, coping saw, keyhole saw, or bow saw, if the blade is not taut.
2. Do not use a saw that has dull saw blades.
3. Keep hands and fingers away from the saw blade while using the saw.
4. Do not carry a saw by the blade.
5. When using a handsaw, hold the work piece firmly against the worktable.
6. Do not use woodworking equipment such as circular saws, radial saws, or jointers if they do not have guards on the saw blade.
7. Keep control of saws by decreasing downward pressure at the end of the stroke.
8. When operating scroll saws, stop the machine before removing scrap pieces from the table.
9. Clamp work when using a hole saw.

Screwdrivers

1. Always match the size and type of screwdriver blade to fit the head of the screw.
2. Do not hold the work piece against your body while using a screwdriver.
3. Do not put your fingers near the blade of the screwdriver when tightening a screw.
4. Use an awl, drill or a nail to make a starting hole for screws.
5. Do not force a screwdriver by using a hammer or pliers on it.
6. Do not use a screwdriver as a punch, chisel, pry bar or nail puller.

7. Use a screwdriver that has an insulated handle for electrical work.
8. Do not use a screwdriver if your hands are wet, oily, or greasy.
9. Do not use a screwdriver to test the charge of a battery.
10. When using a spiral ratchet screwdriver, push down firmly and slowly.

Snips

1. Wear safety glasses or safety goggles when using snips to cut materials.
2. Wear work gloves when cutting materials with snips.
3. Do not use straight cut snips to cut curves.
4. Keep the blade aligned by tightening the nut and bolt on the snips.
5. Do not use snips as a hammer, screwdriver, or pry bar.
6. Use the locking clip on the snips after use.

Vises

1. When clamping a long work piece in a vise, support the far end of the work piece by using an adjustable pipe stand, sawhorse, or box.
2. Position the work piece in the vise so that the entire face of the jaw supports the work piece.
3. Do not use a vise that has worn or broken jaw inserts, or has cracks or fractures in the body of the vise.
4. Do not slip a pipe over the handle of a vise to gain extra leverage.

Electrical Powered Tools

1. Do not use power equipment or tools on which you have not been trained.
2. Keep power cords away from the path of drills, saws, vacuum cleaners, floor polishers, mowers, slicers, knives, grinders, irons, and presses.
3. Do not carry plugged-in equipment or tools with your finger on the switch.
4. Do not carry equipment or tools by the cord.
5. Disconnect the tool from the outlet by pulling on the plug, not the cord.
6. Turn the tool off before plugging or unplugging it.
7. Do not leave tools that are "On" unattended.
8. Do not handle or operate electrical tools when your hands are wet or when you are standing on wet floors.
9. Do not operate spark inducing tools such as grinders, drills, or saws near containers labeled "Flammable" or in an explosive atmosphere such as a paint spray booth.
10. Turn off electrical tools and disconnect the power source from the outlet before attempting repairs or service work. Tag the tool "Out of Service."
11. Do not connect multiple electrical tools into a single outlet.
12. Do not run extension cords through doorways, through holes in ceilings, walls, or floors.
13. Do not drive over, drag, step on or place objects on a cord.
14. Do not operate a power hand tool or portable appliance with a two-pronged adapter or a two-conductor extension cord.
15. Do not use a power hand tool while wearing wet cotton gloves or wet leather gloves.
16. Never operate electrical equipment barefooted. Wear rubber-soled or insulated work boots.
17. Do not operate a power hand tool or portable appliance while holding a part of the metal casing or holding the extension cord in your hand. Hold all portable power tools by the plastic handgrips or other nonconductive areas designed for gripping purposes.
18. Do not operate a power hand tool or portable appliance that has a frayed, worn, cut, improperly spliced, or damaged power cord.
19. Do not operate a power hand tool or portable appliance if the ground pin from the three-pronged power plug is missing or has been removed.

Electrical Cords

1. Keep power cords away from path of drills and wire soldering and cutting equipment.

2. Do not use cords that have splices, exposed wires, or cracked or frayed ends.
3. Do not remove the ground prong from electrical cords.
4. Do not use an adapter such as a cheater plug that eliminates the ground.
5. Do not plug multiple electrical cords into a single outlet.

Power Saws

1. Wear safety goggles, protective gloves, a dust mask, and hearing protection when operating a power saw.
2. Do not wear loose clothing or jewelry.
3. Clean any residue from the blade or cutting head before making a new cut with the power saw.
4. Do not use a power saw that has cracked, broken, or loose guards or other visible damage.
5. Keep your hands away from the exposed blade.
6. Operate the saw at full cutting speed, with a sharp blade, to prevent kickbacks.
7. Do not alter the anti-kickback device or blade guard.
8. Do not perform cutting operations with the power saw while standing on a wet or slippery floor.
9. When using the power saw, do not reach across the cutting operation.
10. Cut away from your body and below your shoulder level when you are using a power saw.
11. If the saw becomes jammed, turn the power switch of the saw to "Off" before pulling out the incomplete cut.

Pneumatic Tools

1. Do not point a compressed air hose at bystanders or use it to clean your clothing.
2. Do not use tools that have handles with burrs or cracks.
3. Do not use compressors if their belt guards are missing. Replace belt guards before use.
4. Turn the tool "off" and let it come to a complete stop before leaving it unattended.
5. Disconnect the tool from the airline before making any adjustments or repairs to the tool.
6. Engage positive locks on hoses and attachments before use.
7. Shut off pressure valve and disconnect airline when not in use.
8. Tag damaged or defective pneumatic tools "Out of Service" to prevent usage of the tool by other employees.

Powder Actuated Tools

1. Only employer-authorized personnel, with a valid certification card may operate powder-actuated tools.
2. Wear safety glasses, goggles, or face shields when operating powder actuated tools.
3. Wear earplugs or earmuffs when making fastenings.
4. Do not permit bystanders in the area when using a powder-actuated tool.
5. Do not load tool until ready to make a fastening.
6. Keep tool pointed in a safe direction (away from personnel).
7. Post a sign alerting co-workers that a powder actuated tool is being used.
8. After use, lock powder actuated tools and powder loads in a container and store in a safe place such as a locker or the trunk of a car.

PPE PROGRAM

Procedure

General

Provide protective equipment, including personal protective equipment (for head, eyes, face, and extremities), respiratory devices, protective clothing, and protective shields and barriers. This protective equipment must be used wherever injury or impairment of function of any body part (through absorption, inhalation or physical contact) is likely that because of process or environmental hazards, radiological hazards, chemical hazards, or mechanical irritants. All PPE shall be provided, used and maintained in a sanitary and reliable condition.

Employees are NOT allowed to use employee-owned equipment, except prescription safety glasses and safety footwear. Ensure that employee-owned safety glasses and footwear are adequate, and maintain and clean them.

Defective or damaged equipment shall not be used and must be tagged or destroyed and replaced.

All issued personal protective equipment will be cost-free to the employee. All employees must understand and follow the procedures identified in this program.

Eye Protection

When exposed to facial or eye hazards from flying fragments, chemicals, acids or caustic liquids, melted metal, or chemical gases or vapours, employees must use the required eye or face protection. PPE used to protect the eyes and face must be in compliance with ANSI Standard Z87.1-2003 (Z87+), *Occupational and Educational Personal Eye and Face Protective Devices*.

Safety Glasses

While on company property, employees, subcontractors, and visitors must at all times wear safety glasses with side shields that meet ANSI Z-87.1-2003 standards with "high Impact lenses". Requirements as described below:

- In shops and warehouses, and at field locations, except in striped safety zones that have been designated and approved.
- In all yard work zones. Everyone in the vicinity of loading or unloading equipment. All employees who perform mechanic or maintenance work, operate equipment (e.g., forklift and welding), test stand operations, or do any work that may potentially cause an eye injury.
- In a restroom, office, or any other building when performing work that may potentially cause an eye injury.
- Provide with visitor glasses. If approved prescription safety glasses are not available for an individual, they must wear "Over the glass" type safety goggles or glasses over their regular prescription glasses until they obtain approved prescription safety glasses.
- When assisting welders, employees must wear absorbent safety glasses to protect the assistant from ultra-violet (UV) and/or infrared rays (IR).
- No employee is allowed to wear dark shaded lens (sunglasses) darker than # 1 shade unless welding or assisting a welder.
- The requirement to wear safety eyewear will be exempt only based on a written "exceptions for medical reasons" from a doctor.

- Employees are not required to wear safety glasses:
 - Inside an office.
 - In parking lots when traveling to and from vehicles, or office buildings using main doors that do not enter shops.

Goggles

- When handling or mixing liquid chemicals, solvents, paints, etc., employees must wear chemical splash proof goggles as recommended on the Material Safety Data Sheet for the material being handled.
- When blowing equipment down with air the employee must wear dust proof goggles. They must also be worn when the employee is performing a job task where safety glasses do not do an adequate job of preventing airborne particles from entering the openings around the lenses and side shields.

Face Shields

- When operating a hand held or immobile grinder with a wire or abrasive wheel the employee must wear a full face shield over safety glasses. The full face shield must also be used when chipping paint or concrete. Also, when performing job tasks where flying objects may potentially strike the face, if safety glasses or goggles do not provide adequate protection, the employee must wear a full face shield over safety glasses.

Head Protection

When working in areas where a head injury is possible due to employee initiated impact, or impact from falling or other moving objects, employees must wear protective helmets. Helmets must be in compliance with ANSI Standard Z89.1-1997 Class E, *American National Standard for Industrial Head Protection* for Type II head protection, or must be equally effective.

- Hardhats must be worn when working in areas where head injury is possible from falling objects.
- Hardhats must be worn at all warehouse, field, and shop locations, or any location where it is determined to be necessary as per the location's PPE Hazard Assessment.
- Never alter hardhats in any way.
- Never paint or apply unauthorized stickers, name plates, etc. on hardhats.
- Never drill, cut, bend, or apply heat to a hardhat.
- Never alter the suspension system of a hardhat.
- Employees must inspect hardhat regularly for chips, scratches, cracks, signs of heat exposure (sun cracks), etc.
- Immediate replace any defective hardhats.
- Never place a hardhat in the rear window of a vehicle (they will be exposed to the sun or may become a projectile in a vehicle accident).
- Hardhats must be made available to visitors.

- Provide hardhats.
- Train employees in the use, care and maintenance of head protection equipment.

Hearing Protection

While in posted “High Noise” areas, all employees, subcontractors, and visitors must wear hearing protection. See Hearing Conservation Program for additional information.

All areas that are known, or suspected to have, noise levels in excess of 85 dBA (constantly or intermittently) must have warning signs posted.

When noise caused by machinery, tools, etc., prevents normal conversations to be clearly heard, employees shall wear hearing protection even if warning signs are not posted.

General rule of thumb: If you must yell to be heard, you require hearing protection.

Types

- Preformed Inserts (ear plugs)
- Canal Caps (head band type)
- Muff, either headband or hard hat mounted
- Supply ear muffs and ear plugs employees in sizes and configurations that are comfortable for the employee.

Care and Maintenance

- Employees must inspect hearing protection before each use.
- Keep hearing protection clean to prevent ear infections.
- Discard disposable ear plugs when they become dirty, greasy, or cracked.
- Replace any ear muffs that have cracked seals, deteriorated foam inserts, or are defective.

Fit

- Because everyone is different, hearing protection must be selected for the individual. The employee must try a variety of styles to find one that is comfortable and provides adequate protection.
- Instruct employees in how to obtain the proper fit.

Hand Protection

Gloves

- When performing work tasks that may expose the hands to extreme temperatures, cuts and abrasions, or exposure to chemicals, employees must wear gloves.
- Welding: When performing arc welding or oxy/gas cutting, employees must wear welding gloves made of leather or

other heat resistant materials.

- Chemical: When handling chemicals that specify gloves as PPE, the employee must impervious (chemical resistant) gloves.
- To select the correct glove type, refer to the specific chemical's Material Safety Data Sheet.
- Employees who work with chemicals, i.e., solvent vats, will be issued their own gloves for hygienic purposes.
- Leather: When working with sharp materials, or when handling rigging equipment, employees must wear leather gloves.
- Cloth: When handling objects or materials that could cause blisters, splinters, cuts, etc., the employee must wear cloth gloves.
- Heat Resistant: When handling hot bearings, races, or other materials or objects (heated beyond room temperature), employees must wear heat resistant gloves.
- Insulated: To prevent frostbite in extreme cold climates, employees must wear insulated gloves.
- Glove Inspections
 - Prior to each use, inspect gloves for holes, tears, and worn areas.
 - Periodically air test chemical gloves for pinholes by tightly twisting the cuff, expand the glove by applying low air pressure, and submersing the glove in water to check for bubbles.
 - Immediately discard any defective gloves.
- Exception: While working with rotating machinery, machinists are exempt from wearing gloves.

Foot Protection

All employees with regular duties at field locations, in shops and warehouses must wear safety footwear.

- Visitors and office workers entering these areas infrequently are not required to wear foot protection as long as they stay away from the work being performed.
- If visitors or office workers must be in the close proximity to the work, the work must be stopped while in the area or safety footwear must be worn.
- When in shops, warehouses, field locations and parts departments, employees must wear leather or equivalent boots (lace up or pull up).
- Boots must provide ankle protection, and have must have soles that are designed to protect the feet from punctures, and must have defined heels for climbing ladders.
- When job tasks there is a risk of equipment or material crushing the foot, toe guards must be worn.
- Safety footwear must comply with ANSI Z41-1999 standards.

- Some client locations may require everyone to wear safety footwear. Before visiting field locations, check with the local supervisor for client requirements.

Fall Protection

When performing certain elevated jobs (over six feet), employees must use personal fall protection. Refer to Fall Protection Program.

Electrical Protection

Refer to Electrical Safety Program.

Worksite Hazard Assessment

Hazard assessments must be performed, signed and documented. If it is determined that a hazard exists or is likely to exist, a PPE must be used. Following are some hazard sources that may be identified:

- High or low temperatures
- Chemical exposure (see MSDS for guidance)
- Flying fragments, melted metal or other face, eye, or skin hazards
- Falling objects, or the possibility of dropping an object
- Employee falling from a height in excess of 6'
- Sharp objects
- Rolling or pinching that could crush hands or feet
- Electrical hazards

Anytime that these hazards may cause injury to employees, PPE must be selected to eliminate or substantially reduce the potential for injury. Employees will be notified for the selection and reason.

Each affected employee will be apprised of the results of this assessment, and a copy of the assessment will be kept at the local office.

Each affected employee must be fitted with the selected/identified PPE. The Training section of this program addresses fitting (including proper donning, and doffing), cleaning and maintenance of PPE. All PPE use exemptions must be supported by the PPE hazard assessment.

Monitoring

Site managers and supervisors must monitor worksite tasks to identify changes in hazards, or the introduction of new hazards. If the site manager or supervisor discovers a new hazard, they must advise the SAFETY Manager. The SAFETY Manager conducts a hazard assessment for appropriate PPE for the new hazard.

The SAFETY Manager monitors how effective the PPE Procedure is, and recommends improvements to management.

BLOODBORNE PATHOGENS

Exposure Control Plan Access

Employees shall have access to a copy of the exposure control plan by request from their supervisor or the safety manager who will supply it in a reasonable time, place and manner.

Procedure Reviews and Updates

The exposure control procedure must be reviewed on an annual basis and updated whenever a new procedure, activity or function with the potential to expose employees to biohazards is introduced into a worksite.

Universal Precautions

Your employees shall observe universal precautions by treating all human blood and certain human body fluids as if they are known to be infectious for HIV, HBV and other pathogens even under circumstances where exposure is highly unlikely.

Exposure Controls

Exposure controls are designed to reduce or eliminate employee exposure to blood or potentially infectious materials and should be re-evaluated and revised if necessary on a regular basis to maximize their effectiveness in controlling employee exposure. Therefore:

- Hand washing facilities are readily available at all work locations except those that cannot support or simply do not have such facilities. In these cases, appropriate antiseptic solutions and / or towelettes are available for use.
- All sharps containers shall have a biohazard-warning label or a specific color to identify it as a biohazard, shall be resistant to punctures and shall be leak proof. The same characteristics shall apply to all secondary sharps containers.

Safe Work Practices

Safe work practices are designed to support exposure controls and further minimize or eliminate occupational exposure. Therefore:

- Employees must wash hands and other applicable body parts as soon as potentially contaminated gloves or other PPE are removed to further prevent contamination.
- If any part of the body has contact with blood or any other infectious material, employees must wash hands and other exposed body parts with soap and water immediately.
- Only trained and authorized personnel are allowed to handle sharps, sharps containers and any other potentially sharp and infectious needles or equipment.
- Activities such as applying make up, handling contact lenses, smoking or any other hand and eye, mouth, nose, ear or other body part contact is prohibited in areas where exposure to biohazards is possible.
- Storage areas such as pantries, freezers, refrigerators and others that may contain potentially infectious materials shall not contain food or drink.
- All equipment and surfaces that have had contact with blood or other infectious materials must be properly cleaned and decontaminated.
- All biological specimens must be contained in leak proof containers for handling, storage and transport to minimize potential contact with other surfaces and employees.
- In cases where the exterior surface of the specimen container is contaminated; the container must be placed into

another leak proof container, which shall be labeled as “for handling and storage”.

- All emergency responder, first aid or other potentially infectious supplies must be disposed of immediately and appropriately after contamination.

Personal Protective Equipment (PPE)

PPE shall be provided by your company at no cost to the employee and must be of proper fit, adequate for the task at hand and readily available. Defective or damaged PPE must be discarded / replaced or repaired in order to ensure maximum effectiveness.

The following safe work practices shall be followed with regard to biohazards and PPE:

- Protective garments that are penetrated by blood or other infectious materials must be removed and properly disposed of immediately.
- PPE that may be contaminated must be removed and properly stored / contained before leaving the work area.
- PPE such as protective gloves must be worn whenever contact with potentially infectious material exposure is anticipated.
- Disposable PPE such as rubber gloves must be replaced as soon as practical when contamination has occurred or when they are rendered ineffective by a tear, puncture or other occurrence.
- Masks and eye protection (such as goggles, face shields, etc.) are used whenever splashes or sprays may generate droplets of infectious materials.
- Whenever infectious material splashes, sprays or other similar occurrences are possible, PPE such as face shields, goggles, head garments or other appropriate PPE shall be used to protect face, eyes etc.
- Adequate PPE must be used unless temporarily declined by the employee and approved by the safety manager.
- PPE should be cleaned, laundered & properly disposed of if contaminated.
- All PPE must be cleaned, maintained, used, stored and disposed of properly when applicable.

Post-Exposure Requirements

All potential blood or infectious material exposure incidents shall be investigated by the employer thoroughly to ensure that hazards are abated and that affected employees receive the necessary treatment needed to minimize the impact of potential or actual exposure.

All reported exposure incidents shall be formally investigated by the exposure control officer / safety manager or supervisor when the safety manager cannot be present. A detailed report of the incident outlining root cause, corrective actions and the current status of affected employees is then completed and reviewed by employer to help prevent re-occurrence. Additionally, the following confidential information shall be provided to exposed employees:

- All documentary reports and information of the exposure incident and its circumstances.
- The identity of the exposure source individual unless applicable laws prevent such identification.

Upon completion of the above procedures, the exposed employee shall be appointed to a qualified healthcare professional who will evaluate the exposed employee, provide information to the employee about his or her medical status and initiate treatment where applicable.

Employer shall provide the following information to the healthcare professional:

- A copy of the biohazards standard.

- A detailed description of the exposure incident.
- Additional information that is relevant to the healthcare professional.

The following information will be provided to the employer by the healthcare professional as a “written report” and copied to the exposed employee upon completion of the healthcare professional’s evaluation of exposed employee:

- If a Hepatitis B vaccination is recommended for the exposed employee.
- If the exposed employee has received the Hepatitis B vaccination since the incident.
- Verification that the exposed employee has received results information of the medical evaluation.
- Verification that the exposed employee was made aware of medical conditions caused by the exposure incident that require additional medical evaluation or treatment.

* All other medical information remains confidential and will not be a part of the written report.

* The Hepatitis B vaccine will be made available to all employees with occupational exposure at no cost.

HEAT ILLNESS AND PREVENTION

All managers and supervisors will implement and maintain the Heat Illness Program in their respective work areas. High heat procedures are to be followed when the temperature exceeds 95 degrees Fahrenheit. High heat procedures shall include, but are not limited to:

- Effective communication by voice, observation or electronic means,
- Will observe employees for alertness and signs/symptoms of heat illness often,
- Reminding employees to drink water throughout the shift,
- Closely supervise new employees for their first 14 days of employment,
- The provisions of this procedure.

Provision of Water

Employees shall have access to potable drinking water. Where it is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift.

Access to Shade

Employees must have access to shade. At or below 85 degrees Fahrenheit the employee shall have timely access to shade upon request. For temperatures at or above 85 degrees Fahrenheit, one or more areas with shade shall be provided at all times while employees are present. There should be enough shade for at least 25% of employees on the shift at any one time to use.

Employees suffering from heat illness or those who believe a preventative recovery period is needed shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling for a period of no less than five minutes. Such access to shade shall be permitted at all times. See definition of "Shade".

Written Procedures

The heat prevention program/procedures shall be in writing and shall be made available to employees.

Each work site shall develop site specific procedures which shall include the minimum:

- Make available at least 2 quarts of water per employee at the start of the shift. The supervisors or designated persons will monitor water containers every 30 minutes. Employees are encouraged to report to the supervisor/designated person water that is dirty or an inadequate water supply.
- Supervisors will provide frequent reminders to employees to drink frequently.
- Workers will be reminded every morning of the importance of frequent consumption of water throughout the shift during hot weather.
- Place water containers as close as possible to the workers.
- Water levels should not fall below the point that will provide adequate water for all employees during the time necessary to effect replenishment.
- Disposable/single use drinking cups will be provided to employees or provisions will be made to supply employees their own cups.
- Supervisors will set-up an adequate number of umbrellas, canopies or other portable devices at the start of the shift

and will relocate them to be closer to the crew, as needed.

- Non-agricultural employers can use other cooling measures if they demonstrate that these methods are as effective as shade.

Working hours will be modified to work during the cooler hours of the day, when possible.

More water and rest breaks will be provided when a modified or shorter work-shift is not possible.

Supervisors will continuously monitor all employees and stay alert to the presence of heat related symptoms.

Supervisors will carry cell phones or other means of communication, to ensure that emergency services can be called.

They will check that all means of communication are functional at the work-site prior to each shift.

Every morning, workers will be reminded about the address and directions to their work-site so as to inform medical responders.

All newly hired workers will be assigned a buddy or experienced coworker to ensure they receive proper training and are following the company procedures in regards to heat illness prevention.

SCAFFOLDS

General Requirements

When work cannot be performed safely from the ground, or from solid construction, scaffolds must be supplied and erected according to the applicable standards for the employees involved. In the case that ladders are used, the work must conform to ladder safety standards.

Scaffolds must be erected by a qualified individual (someone who can certify that the scaffolding is safe to use).

Scaffolds must be set on footings or anchored to material that is sound, rigid, and able to support the maximum intended load without settling or shifting. Never use unstable objects such as loose boards, barrels, or boxes to support scaffolds or planks.

Only use scaffolds (and components) that are capable supporting (without failure) at least four times the maximum intended load. All scaffold components must comply with OSHA requirements 29 CFR 1910.28 and 29 CFR 1926.451.

If using wood scaffold planks, they must be cross-supported every 8 feet. Cleat, wire or nail scaffold deck boards into place.

You must completely floor all working levels of scaffolds except where space is required for openings for internal ladders.

Maintenance of scaffolds and other components described in this program is required to keep them in safe condition. Never alter or move (horizontally) a scaffold that is occupied.

Immediately repair any damaged or weakened scaffold. Never use a damaged or weakened scaffold until repairs have been completed.

Never load a scaffold in excess of the working load that it is intended for.

Always use properly sized bolts in the construction of scaffolds, and use sufficient number at each connection to create the designed strength of the scaffold.

Always overlap platforms (minimum of 12 inches) and secure them from any movement.

Always provide an access ladder or equivalent safe access.

Always extend scaffold planks over their end supports by not less than 6 inches and not more than 18 inches.

Ensure that poles, legs, and uprights of scaffolds are plumb, and are rigidly braced and secured to prevent swaying and shifting.

Always apply a tag line to materials being hoisted onto a scaffold.

Always provide overhead protection workers on a scaffold if they are exposed to overhead hazards.

If a scaffold or platform is erected over 6 feet off the ground, always install toe boards and guardrails. Where workers are required to work or pass under the scaffold, always install a screen between the toe board and the guardrail (along the entire opening), consisting of No. 18 gauge wire one-half inch mesh or the equivalent.

Never perform work on a scaffold during storms or high winds.

Never perform work on a scaffold that is covered with snow or ice, unless all the snow and ice is removed and planking is

sanded to prevent slipping.

Do not accumulate tools, material, and debris on a scaffold such that it presents a hazard.

Inspections

Scaffolding must be inspected by a qualified individual as per the manufacturer's recommendations. The qualified individual must also conduct inspections prior to each use and periodically throughout each shift.

- A qualified individual inspects the scaffold after it is erected, prior to the start of the work day, and at the beginning of a shift change to ensure the scaffold is safe prior to and during use. At a minimum, the following shall be inspected:
 - Ensure there is no settling in the ground or surface footing.
 - Check for any signs of damage, missing pins, bolts and any locks and/or safety keepers on all main supports and cross braces.
 - Check for damage, proper placement and any possible movement of all walking surfaces and/or planks.
 - Check that all walkways and planks are secure to prevent movement.
- The inspection will ensure that the scaffold is stable, and movement is prevented.
- If a defect or damage to the scaffold is discovered during the inspection, the scaffold must be tagged out by the qualified individual. Use of the scaffold will be prohibited until the necessary repairs are made.

Mandatory Signs and Tags

Signs and tags must be visible at all times when performing work, and must be promptly removed or covered when the hazard are abated. Tags shall also be used when defective equipment or unsafe conditions are found.

The qualified individual will tag out any defective or unsafe equipment or conditions (e.g., improper footings) shall using a weather resistant tag that is secured to the scaffolding structure on all four sides.

Only use danger signs where an immediate hazard exists. To alert other workers of possible danger from falling objects, post danger signs in the immediate area of the scaffold.

Caution - To mark off a larger area around scaffolding and warn other workers to use caution, use signs and/or barricade tape.

Modifications

A qualified person must perform all modifications and repairs. This qualified person must be able to certify that the scaffolding is safe to use to ensure that non-qualified personnel do not create additional hazards.

Only employees who are trained and certified shall perform modifications or repairs. Unqualified employees who fail to comply may receive disciplinary action and or termination.

HAZARD IDENTIFICATION AND ASSESSMENT

To assist in the identification and correction of hazards, the company has developed the following procedures. These procedures are representative only and are not exhaustive of all the measures and methods that will be implemented to guard against injury from recognized and potential hazards in the workplace. As new hazards are identified or improved work procedures developed, they will be promptly incorporated into our Safety Manual. The following methods will be utilized to identify hazards in the workplace:

- Loss analysis of accident trends
- Accident investigation
- Employee observation
- Employee suggestions
- Regulatory requirements for our industry
- Outside agencies such as the fire department and insurance carriers
- Periodic safety inspections

Loss Analysis

Periodic loss analyses will be conducted by the safety program administrator. These will help identify areas of concern and potential job hazards. The results of these analyses will be communicated to management, supervision, and employees through safety meetings and other appropriate means.

Accident Investigations

All accidents and injuries will be investigated in accordance with the guidelines contained in this program. Accident investigations will focus on all causal factors and corrective action including the identification and correction of hazards that may have contributed to the accident.

Employee Observation

Superintendents and foremen shall be continually observing employees for unsafe actions and taking corrective action as necessary.

Employee Suggestions

Employees are encouraged to report any hazard they observe to their supervisor. No employee is to ever be disciplined or discharged for reporting any workplace hazard or unsafe condition. However, employees who do NOT report potential hazards or unsafe conditions that they are aware of will be subject to disciplinary action.

Regulatory Requirements

All industries are subject to government regulations relating to safety. Many of these regulations are specific to our type of business. Copies of pertinent regulations can be obtained from the Safety Program Administrator.

Outside Agencies

Several organizations may assist us in identifying hazards in our workplace. These include safety officers from other contractors, insurance carrier safety and health consultants, private industry consultants, the fire department, and State OSH Consultants.

Periodic Safety Inspections

Periodic safety inspections ensure that physical and mechanical hazards are under control and identify situations that may become potentially hazardous. Inspections shall include a review of the work habits of employees in all work areas. These inspections will be conducted by the Supervisor, Manager, Program Administrator or other designated individual.

Periodic safety inspections will be conducted:

- When new substances, process, procedures or equipment are used.
- When new or previously unrecognized hazards are identified.
- Periodically by the Supervisor.
- Periodically by the Safety Program Administrator.

These inspections will focus on both unsafe employee actions as well as unsafe conditions. The following is a partial list of items to be checked.

- The proper use, condition, maintenance and grounding of all electrically operated equipment.
- The proper use, condition, and maintenance of safeguards for all power-driven equipment.
- Compliance with the Code of Safe Practices.
- Housekeeping and personal protective equipment.
- Hazardous materials.
- Proper material storage.
- Provision of first aid equipment and emergency medical services.

Any and all hazards identified will be corrected as soon as practical in accordance with the company hazard correction policy.

If imminent or life threatening hazards are identified, which cannot be immediately corrected, all employees must be removed from the area, except those with special training required to correct the hazard, who will be provided necessary safeguards.

Documentation of Inspections

Safety inspections will be documented to include the following:

- Date on which the inspection was performed.
- The name and title of person who performed the inspection.
- Any hazardous conditions noted or discovered and the steps or procedures taken to correct them.

- Signature of the person who performed the inspection.

One copy of the completed form should be sent to the office. All reports shall be kept on file for a minimum of two (2) years.

HAZARD PREVENTION, CORRECTION, AND CONTROL

The following procedures will be used to evaluate, prioritize and correct identified safety hazards. Hazards will be corrected in order of priority: the most serious hazards will be corrected first.

Hazard Evaluation

Factors that will be considered when evaluating hazards include:

- Potential severity - The potential for serious injury, illness or fatality
- Likelihood of exposure - The probability of the employee coming into contact with the hazard
- Frequency of exposure - How often employees come into contact with the hazard
- Number of employees exposed
- Possible corrective actions - What can be done to minimize or eliminate the hazard
- Time necessary to correct - The time necessary to minimize or eliminate the hazard

Techniques for Correcting Hazards

1. Engineering Controls: Could include machine guarding, ventilation, noise reduction at the source, and provision of material handling equipment. These are the first and preferred methods of control.
2. Administrative Controls: The next most desirable method would include rotation of employees or limiting exposure time.
3. Personal Protective Equipment: Includes back support belts, hearing protection, respirators and safety glasses. These are often the least effective controls for hazards and should be relied upon only when other controls are impractical.

Documentation of Corrective Action

All corrective action taken to mitigate hazards should be documented. Depending on the circumstances, one of the following forms should be used:

- Safety Contact Report
- Safety Meeting Report
- Memo or letter
- Safety inspection form

All hazards noted on safety inspections will be rechecked on each subsequent inspection and notations made as to their status.

HAZARD COMMUNICATION PROGRAM

Introduction

It is company policy that the first consideration of work shall be the protection of the safety and health of all employees. We have developed this Hazard Communication Program to ensure that all employees receive adequate information about the possible hazards that may result from the various materials used in our operations. This Hazard Communication Program will be monitored by the Safety Program Administrator who will be responsible for ensuring that all facets of the program are carried out, and that the program is effective.

Our program consists of the following elements:

1. Hazardous material inventory.
2. Collection and maintenance of Material Safety Data Sheets.
3. Container labeling.
4. Employee training.

The following items are not required to be included in the program and are therefore omitted:

- Foods, drugs, cosmetics or tobacco.
- Untreated wood products.
- Hazardous waste.
- Consumer products packaged for sale to and use by the general public, provided that our exposure is not significantly greater than typical consumer exposure.

Hazardous Material Inventory

The Safety Program Administrator maintains a list of all hazardous materials used in our operations. This list contains the name of the product, the type of product (solvent, adhesive etc.) and the name and address of the manufacturer.

Material Safety Data Sheets (MSDS)

Copies of MSDS for all hazardous substances to which our employees may be exposed will be kept in a binder at the main office. These MSDS are available to all employees, at all times, upon request. Copies of the most commonly used products will also be kept by the Supervisor at the work site.

The Safety Program Administrator will be responsible for reviewing incoming MSDS for new and significant health/safety information. They will ensure that any new information is passed on to the affected employees.

The Safety Program Administrator will also review all incoming MSDS for completeness. If an MSDS is missing or obviously incomplete, a new MSDS will be requested from the manufacturer. Federal or State (if applicable) OSHA will be notified if a complete MSDS is not received and the manufacturer will not supply one.

New materials will not be introduced into the shop or field until a MSDS has been received. The purchasing department will make it an ongoing part of their function to obtain MSDS for all new materials when they are first ordered.

Container Labeling

No container of hazardous substances will be used unless the container is correctly labeled and the label is legible.

All chemicals in cans, bags, drums, pails, etc., will be checked by the receiving department to ensure the manufacturer's label is intact, is legible, and has not been damaged in any manner during shipment. Any containers found to have damaged labels will be held until a new label has been installed. New labels will be obtained from the manufacturer.

The label must contain:

- The chemical name of the contents.
- The appropriate hazard warnings.
- The name and address of the manufacturer.

All secondary containers will be labeled as to their contents with a reference to the original label.

Employee Information and Training

All employees will be provided information and training on the following items through the company safety training program and prior to starting work with hazardous substances:

1. An overview of the requirements of the Hazard Communication Standard, including their rights under this regulation.
2. Information regarding the use of hazardous substances in their specific work areas.
3. The location and availability of the written hazard communication program. The program will be available from the Supervisor and Safety Program Administrator.
4. The physical and health hazards of the hazardous substances in use.
5. Methods and observation techniques used to determine the presence or release of hazardous substances in the work area.
6. The controls, work practices and personal protective equipment available for protection against possible exposure.
7. Emergency and first aid procedures to follow if employees are exposed to hazardous substances.
8. How to read labels and material safety data sheets to obtain the appropriate hazard information.

Hazardous Non-Routine Tasks

Infrequently, employees may be required to perform hazardous non-routine tasks. Prior to starting this work, each involved employee will be given information by his/her supervisor about hazards to which they may be exposed during such activity.

This information will include:

- The specific hazards.
- Protective/safety measures which must be utilized.
- The measures the company has taken to lessen the hazards, including special ventilation, respirators, the presence of another employee, emergency procedures, etc.

Informing Outside Contractors and Vendors

To ensure that outside contractors are not exposed to our hazardous materials, and to ensure the safety of the contractor's

employees, it will be the responsibility of the Supervisor to provide outside contractors the following information:

- The hazardous substances under our control that they may be exposed to while at the work site.
- The precautions the contractor's employees must take to lessen the possibility of exposure.

We will obtain from outside contractors and vendors the name of any hazardous substances the contractor's employees may be using at a work site or bringing into our facility. The contractor must also supply a copy of the material safety data sheet relevant to these materials.

Employee Rights Under The Hazard Communication Standard

At any time, an employee has the right to:

- Access the MSDS folder, and the Hazard Communication Program.
- Receive a copy of any environmental sampling data collected in the workplace.
- See their employment medical records upon request.

FIRST AID AND MEDICAL EMERGENCY PROCEDURES

The company will ensure the availability of emergency medical services for its employees at all times. We will also ensure the availability of a suitable number of appropriately trained persons to render first aid. The Safety Program Administrator will maintain a list of trained individuals and take steps to provide training for those that desire it.

First-Aid Kits

Every work site shall have access to at least one first-aid kit in a weatherproof container. The first-aid kit will be inspected regularly to ensure that it is well stocked, in sanitary condition, and any used items are promptly replaced. The contents of the first-aid kit shall be arranged to be quickly found and remain sanitary. First-aid dressings shall be sterile and in individually sealed packages.

Drugs, antiseptics, eye irrigation solutions, inhalants, medicines, or proprietary preparations shall not be included in first-aid kits unless specifically approved, in writing, by an employer-authorized, licensed physician. Other supplies and equipment, if provided, shall be in accordance with the documented recommendations of an employer-authorized licensed physician upon consideration of the extent and type of emergency care to be given based upon the anticipated incidence and nature of injuries and illnesses and availability of transportation to medical care.

First Aid

The designated first aid person on each site will be available at all times to render appropriate first aid for injuries and illnesses. Proper equipment for the prompt transportation of the injured or ill person to a physician or hospital where emergency care is provided, or an effective communication system for contacting hospitals or other emergency medical facilities, physicians, ambulance and fire services, shall also be provided. The telephone numbers of the following emergency services in the area shall be posted near the job telephone, or otherwise made available to the employees where no job site telephone exists:

1. A company authorized physician or medical clinic, and at least one alternate if available.
2. Hospitals.
3. Ambulance services.
4. Fire-protection services.

Prior to the commencement of work at any site, the Supervisor or Manager shall locate the nearest preferred medical facility and establish that transportation or communication methods are available in the event of an employee injury.

Each employee shall be informed of the procedures to follow in case of injury or illness through our new employee orientation program, Code of Safe Practices, and safety meetings.

Where the eyes or body of any person may be exposed to injurious or corrosive materials, suitable facilities for drenching the body or flushing the eyes with clean water shall be conspicuously and readily accessible.

Accident Procedures

These procedures are to be followed in the event of an employee injury in the course of employment.

1. For severe accidents call 911 and request the Paramedics.
2. Employees must report all work related injuries to their Supervisor immediately. Even if they do not feel that it requires medical attention. Failure to do so may result in a delay of Workers' Compensation benefits and disciplinary action.
3. The Supervisor, employee, and first aid person, should determine whether or not outside medical attention is needed. When uncertainty exists on the part of any individual, the employee should be sent for professional medical care.
4. If medical attention is not desired or the employee refuses treatment, you must still fill out a company "Accident Report" in case complications arise later.
5. In all cases, if the employee cannot transport himself or herself for any reason, transportation should be provided.
6. In the event of a serious accident involving hospitalization for more than 24 hours, amputation, permanent disfigurement, loss of consciousness or death, phone contact should be made with the main office. Contact must also be made with the nearest Federal or State (if applicable) OSHA office.

ACCIDENT / EXPOSURE INVESTIGATION

The Supervisor, Manager, or other designated individual will investigate all work-related accidents in a timely manner. This includes minor incidents and "near accidents", as well as serious injuries. An accident is defined as any unexpected occurrence that results in injury to personnel, damage to equipment, facilities, or material, or interruption of normal operations.

Responsibility for Accident Investigation

Immediately upon being notified of an accident, the Supervisor, Manager, or other designated individual shall conduct an investigation. The purpose of the investigation is to determine the cause of the accident and corrective action to prevent future reoccurrence; not to fix blame or find fault. An unbiased approach is necessary in order to obtain objective findings.

The Purpose of Accident Investigations:

- To prevent or decrease the likelihood of similar accidents.
- To identify and correct unsafe work practices and physical hazards. Accidents are often caused by a combination of these two factors.
- To identify training needs. This makes training more effective by focusing on factors that are most likely to cause accidents.

What Types of Incidents Do We Investigate?

- Fatalities
- Serious injuries
- Minor injuries
- Property damage
- Near misses

Procedures for Investigation of Accidents

Immediately upon being notified of an accident the Supervisor, Manager, or other designated individual will:

1. Visit the accident scene, as soon as possible, while facts and evidence are still fresh and before witnesses forget important details and to make sure hazardous conditions to which other employees or customers could be exposed are corrected or have been removed;
2. Provide for needed first aid or call 911 emergency for the injured employee(s).
3. If possible, interview the injured worker at the scene of the accident and verbally "walk" him or her through a re-enactment. All interviews should be conducted as privately as possible. Interview all witnesses individually and talk with anyone who has knowledge of the accident, even if they did not actually witness it.
4. Report the accident to the main office. Accidents will be reported by the office to the insurance carrier within 24 hours. All serious accidents will be reported to the carrier as soon as possible.

5. Consider taking signed statements in cases where facts are unclear or there is an element of controversy.
6. Thoroughly investigate the accident to identify all accident causes and contributing factors. Document details graphically. Use sketches, diagrams and photos as needed. Take measurements when appropriate.
7. All accidents involving death, disfigurement, amputation, loss of consciousness or hospitalization for more than 24 hours must be reported to Federal or State (if applicable) OSHA immediately.
8. Focus on causes and hazards. Develop an analysis of what happened, how it happened, and how it could have been prevented. Determine what caused the accident itself, not just the injury.
9. Every investigation must also include an action plan. How can such accidents be prevented in the future?
10. In the event a third party or defective product contributed to the accident, save any evidence as it could be critical to the recovery of claim costs.

Accurate & Prompt Investigations

- Ensures information is available
- Causes can be quickly corrected
- Helps identify all contributing factors
- Reflects management concern
- Reduces chance of recurrence

Investigation Tips

- Avoid placing blame
- Document with photos and diagrams, if needed
- Be objective, get the facts
- Reconstruct the event
- Use open-ended questions

Questions to Ask

When investigating accidents, open-ended questions such as who?, what?, when?, where?, why?, and how? will provide more information than closed-ended questions such as "Were you wearing gloves?"

Examples include:

- How did it happen?
- Why did it happen?
- How could it have been prevented?
- Who was involved?
- Who witnessed the incident?
- Where were the witnesses at the time of the incident?
- What was the injured worker doing?
- What was the employee working on?
- When did it happen?
- When was the accident reported?

- Where did it happen?
- Why was the employee assigned to do the job?

The single, most important question that must be answered as the result of any investigation is:

"What do you recommend be done (or have you done) to prevent this type of incident from recurring?"

Once the Accident Investigation is Completed

- Take or recommend corrective action
- Document corrective action
- Management and the Safety Program Administrator will review the results of all investigations
- Consider safety program modifications

Information obtained through accident investigations can be used to update and improve our current program.

TRAINING AND INSTRUCTION

Every new employee will be given instruction by their Supervisor in the general safety requirements of their job. A copy of our Code of Safe Practices shall also be provided to each employee.

Managers, Supervisors, and employees will be trained at least twice per year on various accident prevention topics.

Training provides the following benefits:

- Makes employees aware of job hazards
- Teaches employees to perform jobs safely
- Promotes two way communication
- Encourages safety suggestions
- Creates interest in the safety program
- Fulfills Federal or State (if applicable) OSHA requirements

Employee training will be provided at the following times:

1. All new employees will receive a safety orientation their first day on the job.
2. All new employees will be given a copy of the Code of Safe Practices and required to read and sign for it.
3. All employees given a new job assignment for which training has not been previously provided will be trained before beginning the new assignment.
4. Whenever new substances, processes, procedures or equipment that represent a new hazard are introduced into the workplace.
5. Whenever the company is made aware of a new or previously unrecognized hazard.
6. Whenever management believes that additional training is necessary.
7. After all serious accidents.
8. When employees are not following safe work rules or procedures.

Training topics will include, but not be limited to:

- Employee's safety responsibility
- General safety rules
- Code of Safe Practices
- Safe job procedures
- Ergonomics
- Use of hazardous materials
- Use of equipment
- Emergency procedures
- Safe lifting and material handling practices
- Contents of safety program

Documentation of Training

All training will be documented on one of the following three forms.

New Employee Safety Orientation
Employee Safety Contact Form
Safety Meeting Report

The following training method should be used. Actual demonstrations of the proper way to perform a task are very helpful in most cases.

- Tell them how to do the job safely
- Show them how to do the job safely
- Have them tell you how to do the job safely
- Have them show you how to do the job safely

Follow up to ensure they are still performing the job safely

FIRE PREVENTION AND EMERGENCY ACTION PLAN

The company has developed the following emergency plan to cover those designated actions that must be taken to ensure employee safety from fire and during other emergencies. Any questions about this plan should be directed to The Safety Program Administrator.

Facility Emergency Evacuation and Fire Prevention

The Safety Program Administrator is responsible for ensuring the following:

1. That all required emergency exits are clearly identified in the office, shop, and warehouse and that all required fire fighting and emergency equipment is available and in good condition.

The following items will be maintained:

- First aid kit
 - Drinking water
 - Flashlight
 - Portable battery powered radio and batteries
 - Fire extinguishers
 - Wrench to shut off the main gas valve
 - Pry bars, axes, saws, tools or similar devices for employee rescue
2. Creating a facility map designating all emergency evacuation routes and the locations of all fire fighting equipment and emergency supplies and equipment. These maps will be posted in at least two locations in the facility.
 3. Training all exposed employees on the procedures to be followed in the event of fire, earthquake or other emergency including how to properly notify other affected employees.
 4. Identifying potential fire hazards in the office, shop and warehouse and ensuring that adequate steps are taken to prevent fires.
 5. Ensuring that combustible trash and materials are removed promptly from the facility, and that all flammable and combustible liquids are properly stored and handled.

During an Emergency

In the event of an emergency such as earthquake or fire, all employees are expected to evacuate the premises immediately. The Safety Program Manager or Safety Committee members may assign some employees the task of shutting off the gas or electricity, if needed. At no time will any employee be expected to jeopardize their own safety to do this.

Employees will be notified of emergencies through one of the following:

- Fire alarm
- Intercom
- Emergency horn
- Direct voice communication

After the emergency evacuation has been completed, a head count will be taken to ensure everyone is out of the building.

If necessary, the Safety Program Administrator or Safety Committee members may assign some employees to rescue trapped employees.

Fire Prevention in Shops and Warehouses

The following procedures will be used to prevent fires in shops and warehouses.

1. All accumulated combustible trash and debris will be removed as soon as practical.
2. Flammable liquids will only be stored and dispensed from UL approved safety containers designed for that purpose.
3. All rags soaked with flammable or combustible liquids will be properly stored in closed metal containers.
4. Appropriate precautions will be taken to prevent fires when torch cutting, welding or soldering.
5. Compressed gas cylinders containing flammable or explosive gasses will be properly stored in the upright position with their caps on and protected from heat or puncture. Fuel gas and oxygen shall be separated at least 20 feet when stored.
6. Smoking or open lights are prohibited within 50 feet of flammable liquid or gas storage and dispensing areas.
7. Flammable solvents will not be used for cleaning purposes.
8. A fire extinguisher, rated not less than 2A, shall be provided for each 3,000 square feet of the floor area, or fraction thereof. Where the floor area is less than 3,000 square feet, at least one extinguisher shall be provided.
9. Travel distance from any point of the protected area to the nearest fire extinguisher shall not exceed 75 feet.
10. At least one fire extinguisher, rated not less than 2A, shall be provided on each floor. In multi-story buildings, at least one fire extinguisher shall be located adjacent to the stairway at each floor level.
11. A fire extinguisher, rated not less than 10B, shall be provided within 50 feet of wherever more than 5 gallons of flammable or combustible liquids or 5 pounds of flammable gas are being used on the job site. This requirement does not apply to the integral fuel tanks of motor vehicles.
12. Portable fire extinguishers shall be inspected monthly, or at more frequent intervals by the employer, and serviced at least annually by a person licensed or registered by the State Fire Marshal. NOTE: Inspection is a "quick check" that an extinguisher is available and will operate. It is intended to give reasonable assurance that the extinguisher is fully charged and operable. This is done by seeing that it is in its designated place, that it has not been actuated or tampered with, and that there is no obvious or physical damage or condition to prevent operation.
13. Suitable fire control devices, such as portable fire extinguishers, shall be available at locations where flammable or combustible liquids are stored.
14. At least one portable fire extinguisher, having a rating of not less than 20-B units, shall be located outside of, but not more than 10 feet from, the door opening into any room used for flammable liquid storage.
15. At least one portable fire extinguisher, having a rating of not less than 20-B units, shall be located not less than 25 feet, nor more than 75 feet, from any flammable liquid storage area located outside.

FLEET AND DRIVER SAFETY

The company has established the following guidelines and procedures for our drivers and vehicles to protect the safety of individuals operating any motor vehicle on company business. Protecting our employee drivers, their passengers, and the public is of the highest priority. The commitment of management and employees is critical to the success of this program. Clear communication of, and strict adherence to, the program's guidelines and procedures are essential.

Our primary goal is to maintain a high level of safety awareness and foster responsible driving behavior. Driver safety awareness and responsible driving behavior will significantly decrease the frequency of motor vehicle accidents and reduce the severity of personal injuries and property damage.

Drivers must follow the requirements outlined in this program. Violations of this program may result in disciplinary action up to, and including, suspension of driving privileges or dismissal.

Our program consists of the following elements:

- Driver selection
- Driver training
- Vehicle use policy
- Vehicle inspection & preventive maintenance
- Accident investigation

Driver Selection

Only company authorized and assigned employees are allowed to drive company vehicles at any time. Prior to being authorized and assigned, the company will check the following items. Drivers must have:

- A valid un-restricted drivers license.
- A current MVR driving record with no more than 2 points and no serious or major violations.

The company will also check driving records of all employees authorized to drive on company business on an annual basis.

Employees that do not meet these requirements are not authorized or allowed to drive company vehicles or drive their own vehicle on company business.

Driver Training

All employees driving company vehicles, and personal vehicles on company business, will be given a copy of the Driving Safety Rules and Company Vehicle Use Policy and required to read and sign for them. Safe driving will also be periodically covered at company safety meetings.

Company Vehicle Use Policy

The company has established the following policies pertaining to company vehicles:

1. Personal and off duty use of company vehicles is prohibited.

2. Only authorized employees may drive company vehicles. No other family members may drive company vehicles.
3. Non-employee passengers are not permitted in company vehicles at any time, unless they are business related.
4. Seat belts must be worn in company vehicles at all times.
5. No employee is permitted to drive company vehicles while impaired by alcohol, illegal or prescription drugs, or over the counter medications.
6. All accidents involving company vehicles must be reported to the office immediately.
7. Employees with two or more preventable accidents in a three year period, or that obtain three points on their driving record, will be subject to a loss of their driving privileges or have their driving privileges restricted.

Vehicle Inspection & Preventive Maintenance

All company vehicles must be inspected by the driver prior to each use. Mechanical defects will be repaired immediately. The Safety Program Administrator will periodically spot check company vehicles to determine their condition.

Vehicle inspections will include:

- Lights
- Turn signals
- Emergency flashers
- Tires
- Horn
- Brakes
- Fluids
- Windshield condition and wiper condition
- Mirrors

All vehicles will also be maintained in accordance with the manufacturers' recommendations. It is the responsibility of the individual assigned the vehicle to ensure proper maintenance and repairs are performed. If your vehicle is not safe, do not drive.

Accident Investigation

All accidents in company vehicles will be investigated by the Supervisor, Manager and / or the Safety Program Administrator. Where possible, witness's statements will be obtained and photos used to document the scene of the accident and the damage. Police reports will also be obtained whenever possible. The following guidelines will be used to help determine preventability.

Auto Accident Preventability Guide

This guide will assist in determining whether our driver could have prevented the accident. An accident is preventable if the driver could have done something to avoid it. Drivers are expected to drive defensively. Which driver was primarily at fault,

which received a traffic citation, or whether a claim was paid has no bearing on preventability. If there was anything our driver could have done to avoid the collision, then the accident was preventable.

An accident was non preventable when the vehicle was legally and properly parked, or when properly stopped because of a highway patrol officer, a signal, stop sign, or traffic condition. When judging accident preventability, here are some general questions to consider:

1. Does the investigation indicate that the driver considers the rights of others, or is there evidence of poor driving habits that need to be changed?
2. Does the investigation indicate driver awareness? Such phrases as "I did not see," "I didn't think," "I didn't expect," or "I thought" are signals indicating there probably was a lack of awareness, and the accident was preventable. An aware driver should think, expect, and see hazardous situations in time to avoid collisions.
3. Was the driver under any physical stresses that could have been contributory? Did the accident happen near the end of a long day or long drive? Did overeating contribute to fatigue? Did the driver get prior sufficient sleep? Is the driver's vision faulty? Was the driver feeling ill?
4. Was the vehicle defective without the driver's knowledge? Was a pre-trip inspection done, and would it have discovered the defect? A car that pulls to the left or right when the driver applies the brakes, faulty windshield wipers, and similar items are excuses, and a driver using them is trying to evade responsibility. Sudden brake failure, loss of steering, or a blowout might be defects beyond the driver's ability to predict. However, pre-trip inspections and regularly scheduled maintenance should prevent most of these problems. If either of these are the cause of the accident, then the accident was probably preventable by the driver.
5. Could the driver have exercised better judgment by taking an alternate route through less congested areas to reduce the hazardous situations encountered?
6. Could the driver have done anything to avoid the accident?
7. Was the driver's speed safe for conditions?
8. Did the driver obey all traffic signals?
9. Was the driver's vehicle under control?

Intersection Collisions

Failure of our driver to yield the right-of-way, regardless of who has the right of way, as indicated by stop signs or lights, is preventable. The only exception to this is when the driver is properly proceeding through an intersection protected by lights or stop signs and the driver's vehicle is struck in the extreme rear side of the vehicle. Regardless of stop signs, stoplights, or right-of-way, a defensive driver recognizes that the right-of-way belongs to anyone who assumes it and should yield accordingly.

Questions to consider:

1. Did the driver approach the intersection at a speed safe for conditions?
2. Was the driver prepared to stop before entering the intersection?
3. At a blind corner, did the driver pull out slowly, ready to apply the brakes?
4. Did the driver look both ways before proceeding through the intersection?

Sideswipes

Sideswipes are often preventable. Defensive drivers do not get into a position where they can be forced into another vehicle or another vehicle can be forced into them. Defensive drivers continuously check for escape routes to avoid sideswipes. For two lane roads, this means a driver should pass another vehicle only when absolutely certain that he or she can safely complete the pass. A driver should also be ready to slow down and let a passing vehicle that has failed to judge safe passing distance back into the lane. A driver should make no sudden moves that may force another vehicle to swerve. If a driver sideswipes a stationary object while taking evasive action to avoid striking another car or a pedestrian, such an accident may not be preventable. However, you should consider what the driver could have done or failed to do immediately preceding the evasive action to be in the position of no other options.

A driver is also expected to anticipate the actions of an oncoming vehicle. Sideswiping an oncoming vehicle is often preventable. Again, evasive action, including leaving the roadway, may be necessary if an oncoming vehicle crosses into the driver's lane. Drivers are expected to allow merging vehicles to merge smoothly with them, and to merge smoothly on controlled access highways. Drivers are expected to be able to gauge distances properly when leaving a parking place and enter traffic smoothly.

Questions to consider:

1. Did the driver look to front and rear for approaching and overtaking traffic immediately before starting to pull away from the curb?
2. Did the driver signal before pulling away from the curb?
3. Did the driver look back rather than depend only upon rear-view mirrors?
4. Did the driver start into traffic only when this action would not require traffic to change its speed or direction in order to avoid his or her vehicle?

Head-on Collisions

A head-on collision with a vehicle traveling in the wrong lane may be preventable if the driver could have pulled off the road or taken other evasive action to prevent a collision. However, the driver should never drive into the other lane to avoid the oncoming vehicle. If the driver swerved off the road to avoid a head-on collision, the accident is non-preventable. The driver in this case made a good defensive driving decision, taking the lesser of two evils.

Many skidding conditions are caused by rain, freezing rain, fog, and snow, which all increase the hazard of travel. Oily road film, which builds up during a period of good weather, causes an especially treacherous condition during the first minutes of a rainfall. Loss of traction can be anticipated, and these accidents usually are preventable. Driving too fast for conditions is the most common reason why these types of accidents are preventable.

Questions to consider:

1. Was the driver operating at a safe speed considering weather and road conditions?
2. During inclement weather, was the driver keeping at least twice the safe following distance used for dry pavement?
3. Were all actions gradual?
4. Was the driver anticipating ice on bridges, in gutter, ruts, and near the curb?
5. Was the driver alert for water, ice or snow in shaded areas, loose gravel, sand, ruts, etc?

If a driver goes off the road or strikes another vehicle because of skidding, the accident is preventable.

Pedestrian Accidents

All types of pedestrian accidents, including collisions with pedestrians coming from between parked cars, are usually

considered preventable. There are few instances where the action of pedestrians is so unreasonable that the operator could not be expected to anticipate such an occurrence.

Questions to consider:

1. Did the driver go through congested areas expecting that pedestrians would step in front of the vehicle?
2. Was the driver prepared to stop?
3. Did the driver keep as much clearance between his or her vehicle and parked vehicles, as safety permitted?
4. Did the driver stop when other vehicles had stopped to allow pedestrians to cross?
5. Did the driver wait for the green light or stop for the caution light?
6. Was the driver aware of children and prepared to stop if one ran into the street?
7. Did the driver give all pedestrians the right-of-way?
8. Did the driver stop for a school bus that was stopped and properly signaling that passengers were loading or unloading?

Backing Accidents

Backing a vehicle into another vehicle, an overhead obstruction, or a stationary object is normally preventable. The fact that someone was directing the driver in backing does not relieve the driver of the responsibility to back safely.

Questions to consider:

1. Was it necessary to back?
2. Did the driver plan ahead so that he or she could have pulled forward out of the parking space instead of backing?
3. Was it necessary to drive into the narrow street, dead-end alley, or driveway from which he or she backed?
4. If the driver could not see where he or she was backing: Did the driver try to get someone to guide him or her?
5. Did the driver look all around the vehicle before backing? Did the driver back immediately after looking?
6. Did the driver use the horn while backing? Were the back-up lights working?
7. Did the driver look to the rear without relying totally on the rear-view mirror?
8. If the distance was long, did the driver stop, get out, and look around occasionally?
9. Did the driver back slowly?
10. Did the driver judge clearances accurately?

Parking Accidents

Doors on our driver's parked vehicle that are damaged when opened on the traffic side are considered preventable accidents. The driver is responsible to see that the traffic side is clear of traffic, before any doors on that side are opened.

In most cases, if our driver, while driving, strikes a parked vehicle's opening door it is considered preventable. Usually our driver can see from a sufficient distance that the parked vehicle is occupied, and should therefore, be prepared to stop, should move closer to the center line or change lanes.

It is a driver's responsibility to park the vehicle so that it will remain stationary. A runaway type accident is preventable and blaming such a collision on defective parking brakes or other holding devices are inadequate excuses. A good pre-trip inspection and maintenance program will eliminate most opportunities for this type of accident being the result of mechanical failure.

Accidents occurring when vehicles are properly and legally parked are considered non preventable. Accidents occurring while the vehicle was double-parked or in a "No Parking" zone are preventable.

Questions to consider:

1. Was the vehicle parked on the proper side of the road?
2. Was it necessary to park there or was there a safer, only slightly less convenient place nearby?
3. Did the driver have to park on the traveled part of the highway, on the curve, or on the hill?
4. When required, did the driver warn traffic by emergency warning devices?
5. Did the driver park parallel to the curb?
6. Was it necessary to park so close to an alley or directly across from a driveway?

Collision with Obstructions

Obstructions can be avoided if the driver knows the height and width of the vehicle, pays attention to posted clearances, and takes the time to properly judge clearances.

Cargo Accidents

The accident should be considered preventable if the investigation shows a mechanical defect of which the driver was aware, a defect the driver should have found by inspecting the vehicle, or the driver caused the accident by rough and abusive handling. It is a driver's responsibility to secure cargo properly to prevent shifting, loss, or damage. Cargo should be safely stowed to prevent flying objects that can strike or distract the driver.

FALL PROTECTION

The company has the following requirements for fall protection at all of our worksites.

Fall Protection is Required

When working where there is a hazard of falling more than 6 feet from the perimeter of a structure, unprotected sides and edges, leading edges, through shaft ways and openings, sloped roof surfaces steeper than 7:12, or other sloped surfaces steeper than 40 degrees not otherwise adequately protected. Fall protection is also required when working in boom lifts.

Fall Protection Types

One of the following four types of fall protection systems will be used when our employees are exposed to fall hazards in excess of 6 feet:

1. Standard guardrails, cables or floor hole covers
2. Personal fall arrest system
3. Positioning devices
4. Fall restraint systems

Standard Guardrails, Safety Cables, or Covers

These are the easiest and most cost effective methods of providing fall protection and have a very high success rate. Standard guardrails, safety cables, floor hole and sky light covers are our preferred means of fall protection on job sites. The following rules will be followed when using them:

1. Railings shall be constructed of wood, or in an equally substantial manner from other materials, and shall consist of a top rail not less than 42 inches or more than 45 inches in height measured from the upper surface of the top rail to the floor, platform, runway or ramp level and a mid rail. The mid rail shall be halfway between the top rail and the floor, platform, runway or ramp. "Selected lumber" free from damage that affects its strength, shall be used.
2. Wooden posts shall be not less than 2 inches by 4 inches in cross section, spaced at 8-foot or closer intervals.
3. Wooden top railings shall be smooth and of 2-inch by 4-inch or larger material. Double, 1-inch by 4-inch members may be used for this purpose, provided that one member is fastened in a flat position on top of the posts and the other fastened in an edge-up position to the inside of the posts and the side of the top member. Mid rails shall be of at least 1-inch by 6-inch material.
4. The rails shall be placed on the side of the post that will afford the greatest support and protection.
5. All guardrails, including their connections and anchorage, shall be capable of withstanding a load of 13 pounds per linear foot applied either horizontally or vertically downward at the top rail.
6. Railings receiving heavy stresses from employees trucking or handling materials shall be provided additional strength by the use of heavier stock, closer spacing of posts, bracing, or by other means.
7. Floor, roof and skylight openings shall be guarded by a standard railing and toe boards or cover. Covering shall be capable

of safely supporting the greater of the weight of a 200-pound person or the weight of worker(s) and material(s) placed thereon.

8. Coverings shall be secured in place to prevent accidental removal or displacement, and shall bear a pressure sensitized, painted, or stenciled sign with legible letters not less than one inch high, stating: "Opening--Do Not Remove." Markings of chalk or keel shall not be used.
9. Ladder way floor openings or platforms shall be guarded by standard railings with standard toe boards on all exposed sides, except at the entrance to the opening, with the passage through the railing either provided with a swinging gate or so offset that a person cannot walk directly into the opening.
10. Floor holes, into which persons can accidentally walk, shall be guarded by either a standard railing with standard toe boards on all exposed sides, or a floor hole cover of standard strength and construction that is secured against accidental displacement. While the cover is not in place, the floor hole shall be protected by standard railings.
11. Wall openings, from which there is a drop of more than 4 feet, and the bottom of the opening is less than 3 feet above the working surface, shall be guarded with either a standard rail or intermediate rail or both.
12. An extension platform outside a wall opening onto which materials can be hoisted for handling shall have side rails or equivalent guards of standard specifications. One side of an extension platform may have removable railings in order to facilitate handling materials.
13. Wall opening protection barriers shall be of such construction and mounting that, when in place at the opening, the barrier is capable of withstanding a load of at least 200 pounds applied in any direction (except upward).
14. All elevator shafts in which cages are not installed and which are not enclosed with solid partitions and doors shall be guarded on all open sides by standard railings and toe boards.
15. A full body harness and lanyard are required when using boom lifts.

Personal Fall Arrest Systems

Personal fall arrest systems consist of a full body harness and a shock-absorbing lanyard attached to suitable anchorage. They are also an effective means of preventing fall accidents. The system does not actually stop you from falling, but catches you and safely stops you from hitting the level below. Fall arrest systems will be our preferred means of protection when standard guardrails, safety cables, or covers are not practical. The following rules, in addition to the manufacturer's requirements and OSHA regulations, will be observed:

1. Ropes and straps (webbing) used in lanyards, lifelines, and strength components of body harnesses shall be made from synthetic fibers except when they are used in conjunction with hot work where the lanyard may be exposed to damage from heat or flame.
2. Anchorages used for attachment of personal fall arrest equipment shall be independent of any anchorage being used to support or suspend platforms and capable of supporting at least 5,000 pounds per employee attached, or shall be designed, installed, and used as part of a complete personal fall arrest system which maintains a safety factor of at least two; and under the supervision of a qualified person.
3. The attachment point of the body belt shall be located in the center of the wearer's back. The attachment point of the body harness shall be located in the center of the wearer's back near shoulder level, or above the wearer's head.
4. Where practical, the anchor end of the lanyard shall be secured at a level not lower than the employee's waist, limiting

the fall distance to a maximum of 4 feet.

5. Harnesses, lanyards, and other components shall be used only for employee protection as part of a personal fall arrest system and not to hoist materials.
6. Personal fall arrest systems and components subjected to impact loading shall be immediately removed from service and shall not be used again for employee protection until inspected and determined by a competent person to be undamaged and suitable for reuse.
7. The company shall provide for prompt rescue of employees in the event of a fall or shall assure that employees are able to rescue themselves.
8. Personal fall arrest systems shall be inspected prior to each use for wear, damage and other deterioration, and defective components shall be removed from service.
9. Any lanyard, safety harness, or drop line subjected to in-service loading, as distinguished from static load testing, shall be immediately removed from service and shall not be used again for employee safeguarding.
10. Personal fall arrest systems shall not be attached to guardrails, unless the guardrail is capable of safely supporting the load.
11. Each personal fall arrest system shall be inspected not less than twice annually by a competent person in accordance with the manufacturer's recommendations. The date of each inspection shall be documented.
12. Personal fall arrest systems will be rigged such that an employee can neither free fall more than 4 feet, nor contact any lower level.
13. Personal fall arrest systems will bring an employee to a complete stop. They will also limit maximum deceleration distance an employee travels to 3.5 feet and have sufficient strength to withstand twice the potential impact energy of an employee free falling a distance of 6 feet, or the free fall distance permitted by the system, whichever is less.

Positioning Device Systems

Positioning device systems are designed to allow employees to work with both hands free at elevated locations. By their very nature, they provide some level of fall protection. They are not as effective as railings or fall arrest systems. Positioning device systems may be used together with a fall arrest system for greater safety. Their use shall conform to the following provisions:

1. Positioning devices shall be rigged such that an employee cannot free fall more than 2 feet.
2. Positioning device systems shall be inspected prior to each use for wear, damage, and other deterioration, and defective components shall be removed from service.
3. Body belts, harnesses, and components shall be used only for employee protection (as part of a personal fall arrest system or positioning device system) and not to hoist materials.
4. The use of non-locking snap hooks is prohibited.
5. Anchorage points for positioning device systems shall be capable of supporting two times the intended load or 3,000 pounds, whichever is greater.

Personal Fall Restraint

Fall restraint systems are designed to prevent the wearer from reaching the edge or danger area and thus prevent them from falling. Body belts or harnesses may be used for personal fall restraint.

1. Body belts shall be at least one and five-eighths (1 5/8) inches wide.
2. Anchorage points used for fall restraint shall be capable of supporting 4 times the intended load.
3. Restraint protection shall be rigged to allow the movement of employees only as far as the sides of the working level or working area.

ELECTRICAL & LOCK-OUT / TAG-OUT PROGRAM

The company has developed the following procedures to protect our employees and reduce the risk of accidents. We will also conduct a periodic review of electrical safety, energy control procedures, and lock-out / tag-out, at least annually, to ensure that the procedure and the requirements of this section are being followed.

This procedure is binding upon all employees. All employees will be instructed in the significance of electrical safety, energy control procedures, and lock-out / tag-out. Each new employee shall be instructed by their Supervisor in the purpose and use of these procedures.

All Equipment and Installations

1. Only trained, qualified, and authorized employees will be allowed to make electrical repairs or work on electrical equipment or installations.
2. All electrical equipment and systems shall be treated as energized until tested or otherwise proven to be de-energized.
3. All energized equipment and installations will be de-energized prior to the commencement of any work. If the equipment or installation must be energized for test or other purposes, special precautions will be taken to protect against the hazards of electric shock.
4. All equipment shall be locked out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy-isolating device bearing a lock.
5. Safety grounds shall always be used where there is a danger of shock from back feeding or other hazards.
6. Polyester clothing or other flammable types of clothing shall not be worn near electrical circuits. Cotton clothing is much less likely to ignite from arc blast. Employees working on live circuits shall be provided Nomex or equivalent fire resistant clothing.
7. Suitable eye protection must be worn at all times while working on electrical equipment.
8. Always exercise caution when energizing electrical equipment or installations. Take steps to protect employees from arc blast and exploding equipment in the event of a fault.
9. All power tools will be grounded or double insulated. Tools with defective cords or wiring shall not be used.
10. Suitable temporary barriers or barricades shall be installed when access to open enclosures containing exposed energized equipment is not under the control of an authorized person.

Energized Equipment or Systems

Work shall not be performed on exposed energized parts of equipment or systems until the following conditions are met:

1. Responsible supervision has determined that the work is to be performed while the equipment or systems are energized.
2. Involved personnel have received instructions on the work techniques and hazards involved in working on energized equipment and appropriate equipment to perform the job has been provided.

3. Suitable personal protective equipment has been provided and is used. Suitable insulated gloves shall be worn for voltages in excess of 300 volts, nominal.
4. Suitable eye protection, including face shield and safety glasses or goggles, has been provided and is used.
5. Fire resistant clothing such as Nomex suits is worn.
6. Where required, suitable barriers, barricades, tags, or signs are in place for personnel protection.

After the required work on an energized system or equipment has been completed, an authorized person shall be responsible for:

1. Removing from the work area any personnel and protective equipment.
2. Reinstalling all permanent barriers or covers.

De-energized Equipment or Systems

A qualified person shall be responsible for completing the following before working on de-energized electrical equipment or systems, unless the equipment is physically removed from the wiring system:

1. Notifying all involved personnel.
2. Locking the disconnecting means in the "open" position with the use of lockable devices, such as padlocks, combination locks or disconnecting of the conductor(s) or other positive methods or procedures which will effectively prevent unexpected or inadvertent energizing of a designated circuit, equipment or appliance.
3. Tagging the disconnecting means with suitable accident prevention tags.
4. Effectively blocking the operation or dissipating the energy of all stored energy devices which present a hazard, such as capacitors or pneumatic, spring-loaded and like mechanisms. This may require the installation of safety grounds.
5. Testing the equipment to ensure it is de-energized.

Energizing (or Re-energizing) Equipment or Systems

A qualified and authorized person shall be responsible for completing the following before energizing equipment or systems that have been de-energized:

1. Determining that all persons are clear from hazards which might result from the equipment or systems being energized including arc blast or explosions caused by unexpected faults.
2. Removing locking devices and tags. Only the employee who placed them may remove locking devices and tags. Locking devices and tags shall be removed upon completion of the work and after the installation of the protective guards and/or safety interlock systems.

Accident Prevention Tags

Suitable accident prevention tags shall be used to control a specific hazard. Such tags shall provide the following minimum information:

1. Reason for placing tag.
2. Name of person placing the tag and how that person may be contacted.
3. Date tag was placed.

Lock-out / Tag-out

Machinery or equipment capable of movement shall be stopped and the power source de-energized or disengaged, and locked out. If necessary, the moveable parts shall be mechanically blocked or secured to prevent inadvertent movement during cleaning, servicing or adjusting operations unless the machinery or equipment must be capable of movement during this period in order to perform the specific task. If so, the hazard of movement shall be minimized.

Equipment or power driven machines equipped with lockable controls, or readily adaptable to lockable controls, shall be locked out or positively sealed in the "off" position during repair work and setting-up operations. In all cases, accident prevention signs and/or tags shall be placed on the controls of the equipment or machines during repair work.

The company will provide a sufficient number of accident prevention signs or tags and padlocks, seals or other similarly effective means that may be required by any reasonably foreseeable repair.

Sequence of Lockout Procedure

1. Notify all affected employees that a lockout is required and the reason therefore.
2. If the equipment is operating, shut it down by the normal stopping procedure (such as: depress stop button, open toggle switch).
3. Operate the switch, valve, or other energy isolating devices so that the energy source(s) (electrical, mechanical, hydraulic, other) is disconnected or isolated from the equipment.
4. Stored energy, such as that in capacitors, springs, elevated machine members, rotating fly wheels, hydraulic systems, and air, gas, steam or water pressure, must also be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down.
5. Lockout energy isolating devices with an assigned individual lock.
6. After ensuring that no personnel are exposed and as a check on having disconnected the energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate. CAUTION: Return operating controls to neutral position after the test.

Procedure Involving More Than One Person

If more than one individual is required to lock out equipment, each shall place his/her own personal lock on the energy isolating device(s). One designated individual of a work crew or a Supervisor, with the knowledge of the crew, may lock out equipment for the whole crew. In such cases, it may be the responsibility of the individual to carry out all steps of the lockout procedure and inform the crew when it is safe to work on the equipment. Additionally, the designated individual shall not remove a crew lock until it has been verified that all individuals are clear.

Testing Equipment during Lockout

In many maintenance and repair operations, machinery may need to be tested, and for that purpose energized, before additional maintenance work can be performed. This procedure must be followed:

1. Clear all personnel to safety.
2. Clear away tools and materials from equipment.
3. Remove lockout devices and re-energize systems, following the established safe procedure.
4. Proceed with tryout or test.
5. Neutralize all energy sources once again, purge all systems, and lockout prior to continuing work.

Equipment design and performance limitations may dictate that effective alternative worker protection be provided when the established lock-out procedure is not feasible.

Restoring Equipment to Service

After the work is completed and the equipment is ready to be returned to normal operation, this procedure must be followed:

1. Remove all non-essential items.
2. See that all equipment components are operationally intact, including guards and safety devices. Repair or replace defective guards before removing lockouts.
3. Remove each lockout device using the correct removal sequence.
4. Make a visual check before restoring energy to ensure that everyone is physically clear of the equipment.

RESPIRATORY PROTECTION

Occasionally our work may necessitate the use of respirators to protect against air contaminants. Due to the limitations of respirators and their uncomfortable nature, the company will make every effort to provide other means of protection, such as local exhaust ventilation, or substitution of less hazardous material, prior to requiring employees to wear them.

When it is clearly impractical to remove harmful dusts, fumes, mists, vapors, or gases at their source, or where emergency protection against occasional and/or relatively brief exposure is needed, the company will provide, and the employee exposed to such hazard shall use, approved respiratory equipment.

Whenever respirators are required to be used to control harmful exposures, only respiratory equipment approved for that purpose shall be used and such equipment shall be approved by the National Institute for Occupational Safety and Health (NIOSH). Only parts approved for the specific respirator system shall be used for replacement.

General Respiratory Protection Guidelines:

1. Atmospheric contamination will be prevented wherever feasible through engineering controls such as enclosure or confinement of the operation, general and local exhaust ventilation, or substitution of less toxic materials. When effective engineering controls are not feasible, or while they are being instituted, appropriate respirators shall be used.
2. The company shall identify and evaluate the respiratory hazard(s) in the workplace; this evaluation shall include a reasonable estimate of employee exposures to respiratory hazard(s) and an identification of the contaminant's chemical state and physical form. Where we cannot identify or reasonably estimate the employee exposure, the atmosphere shall be considered to be immediately dangerous to life or health (IDLH).
3. Respirators shall be provided when such equipment is necessary to protect the health of the employee.
4. Only NIOSH-certified respirators shall be used. The respirator shall be used in compliance with the conditions of its certification.
5. The company will provide respirators that are applicable and suitable for the purpose intended. We shall select and provide an appropriate respirator based on the respiratory hazard(s) to which the worker is exposed and workplace and user factors that affect respirator performance and reliability.
6. Respirators shall be selected from a sufficient number of respirator models and sizes so that the respirator is acceptable to, and correctly fits, the user.
7. The safety program administrator is qualified by appropriate training or experience that is commensurate with the complexity of the program to administer or oversee the respiratory protection program and conduct the required evaluations of program effectiveness.
8. The company will provide respirators, training, and medical evaluations at no cost to the employee.
9. The company will provide a medical evaluation to determine the employee's ability to use a respirator, before the employee is fit tested or required to use the respirator in the workplace. We may discontinue an employee's medical evaluations when the employee is no longer required to use a respirator.
10. The company will ensure that employees using a tight-fitting facepiece respirator pass an appropriate qualitative fit test (QLFT) or quantitative fit test (QNFT).

11. The company will establish and implement procedures for the proper use of respirators. These requirements include prohibiting conditions that may result in facepiece seal leakage, preventing employees from removing respirators in hazardous environments, taking actions to ensure continued effective respirator operation throughout the work shift, and establishing procedures for the use of respirators in IDLH atmospheres.
12. We shall provide each respirator user with a respirator that is clean, sanitary, and in good working order. The Supervisor or Manager shall ensure that respirators are cleaned and disinfected.
13. All filters, cartridges and canisters used in the workplace must be legibly labeled and color-coded with the NIOSH approval label that must not be removed.
14. Training and information will be provided to employees who are required to use respirators. The training will be comprehensive, understandable, and recur annually, or more often if necessary.
15. The safety program administrator shall conduct evaluations of the workplace to ensure that the written respiratory protection program is being properly implemented, and to consult with employees to ensure that they are using the respirators properly.
16. Written information regarding medical evaluations, fit testing, and the respirator program shall be retained indefinitely. This information will facilitate employee involvement in the respirator program, assist us in auditing the adequacy of the program, and provide a record for compliance determinations by OSHA.
17. Where respirator use is not required by a particular standard or hazard, the company may provide respirators at the request of employees or permit employees to use their own respirators, if we determine that such respirator use will not in itself create a hazard. If voluntary respirator use is permissible, we shall provide the respirator users with the information contained in Appendix D of section 5144 8CCR. ("Information for Employees Using Respirators When Not Required Under the Standard.")

Respirator Selection Requirements

The proper respirator for the job and hazard shall be selected. This selection will be made in accordance with ANSI Z88.2-1980 standards. The correct respirator shall be specified for each job. The individual issuing them shall be adequately instructed to insure that the correct respirator is used.

The manufacturers' recommendations and literature will also be reviewed to determine if the respirator provides protection against the expected contaminants. For instance, dust masks do not provide protection against gasses or vapors.

The safety program administrator or another qualified individual shall review and approve all breathing air compressors and installations for compliance with appropriate OSHA regulations and safety procedures prior to use.

Respirators for IDLH atmospheres.

We shall provide the following respirators for employee use in IDLH atmospheres:

- A full face piece pressure demand SCBA certified by NIOSH for a minimum service life of thirty minutes, or
- A combination full face piece pressure demand supplied-air respirator (SAR) with auxiliary self-contained air supply.
- Respirators provided only for escape from IDLH atmospheres shall be NIOSH-certified for escape from the atmosphere in which they will be used.
- All oxygen-deficient atmospheres shall be considered IDLH.

Respirators for atmospheres that are not IDLH.

The company shall provide a respirator that is adequate to protect the health of the employee and ensure compliance with all other OSHA statutory and regulatory requirements, under routine and reasonably foreseeable emergency situations. The respirator selected shall be appropriate for the chemical state and physical form of the contaminant.

For protection against gases and vapors:

- An atmosphere-supplying respirator, or
- An air-purifying respirator, provided that the respirator is equipped with an end-of-service-life indicator (ESLI) certified by NIOSH for the contaminant; or if there is no ESLI appropriate for conditions in the workplace, we will implement a change schedule for canisters and cartridges that is based on objective information or data that will ensure that canisters and cartridges are changed before the end of their service life.

For protection against particulates:

- An atmosphere-supplying respirator; or
- An air-purifying respirator equipped with a filter certified by NIOSH under 30 CFR part 11 as a high efficiency particulate air (HEPA) filter, or an air-purifying respirator equipped with a filter certified for particulates by NIOSH under 42 CFR part 84; or
- For contaminants consisting primarily of particles with mass median aerodynamic diameters (MMAD) of at least 2 micrometers, an air-purifying respirator equipped with any filter certified for particulates by NIOSH.

Medical Evaluation Procedures

1. Employees shall not be assigned to tasks requiring the use of respirators unless it has been determined that they are physically able to perform the work while using the required respiratory equipment.
2. The company shall identify a physician or other licensed health care professional (PLHCP) to perform medical evaluations.
3. The medical evaluation shall include any medical tests, consultations, or diagnostic procedures that the PLHCP deems necessary to make a final determination.
4. Medical questionnaires and examinations shall be administered confidentially during the employee's normal working hours or at a time and place convenient to the employee.
5. The employee shall have an opportunity to discuss the examination results with the PLHCP.
6. The following information must be provided to the PLHCP before the PLHCP makes a recommendation concerning an employee's ability to use a respirator:
 - The type and weight of the respirator to be used by the employee;
 - The duration and frequency of respirator use (including use for rescue and escape);
 - The expected physical work effort;
 - Additional protective clothing and equipment to be worn; and
 - Temperature and humidity extremes that may be encountered.

7. The company shall provide the PLHCP with a copy of this written respiratory protection program and a copy of the OSHA regulations if they do not already have them.
8. In determining the employee's ability to use a respirator, the company shall obtain a written recommendation regarding the employee's ability to use the respirator from the PLHCP. The recommendation shall provide only the following information:
 - Any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use the respirator;
 - The need, if any, for follow-up medical evaluations; and
 - A statement that the PLHCP has provided the employee with a copy of the PLHCP's written recommendation.
9. If the respirator is a negative pressure respirator and the PLHCP finds a medical condition that may place the employee's health at increased risk if the respirator is used, the company shall provide a powered air purifying respirator (PAPR) if the PLHCP's medical evaluation finds that the employee can use such a respirator; if a subsequent medical evaluation finds that the employee is medically able to use a negative pressure respirator, then we are no longer required to provide a PAPR.
10. The company shall provide additional medical evaluations that comply with the requirements of this section if:
 - An employee reports medical signs or symptoms that are related to ability to use a respirator;
 - A PLHCP, supervisor, or the respirator program administrator informs the employer that an employee needs to be reevaluated;
 - Information from the respiratory protection program, including observations made during fit testing and program evaluation, indicates a need for employee reevaluation; or
 - A change occurs in workplace conditions (e.g., physical work effort, protective clothing, temperature) that may result in a substantial increase in the physiological burden placed on an employee.

Fit Testing

1. The company shall ensure that an employee using a tight-fitting face piece respirator is fit tested prior to initial use of the respirator, whenever a different respirator face piece (size, style, model or make) is used, and at least annually thereafter.
2. We shall conduct an additional fit test whenever the employee reports, or the employer, PLHCP, supervisor, or program administrator makes visual observations of, changes in the employee's physical condition that could affect respirator fit. Such conditions include, but are not limited to, facial scarring, dental changes, cosmetic surgery, or an obvious change in body weight.
3. If after passing a QLFT or QNFT, the employee subsequently notifies the program administrator, supervisor, or PLHCP that the fit of the respirator is unacceptable, the employee shall be given a reasonable opportunity to select a different respirator face piece and to be retested.
4. The fit test shall be administered using an OSHA-accepted QLFT or QNFT protocol.

Usage Rules

1. The company shall not permit respirators with tight-fitting face pieces to be worn by employees who have:
 - Facial hair that comes between the sealing surface of the face piece and the face or that interferes with valve function; or
 - Any condition that interferes with the face-to-face piece seal or valve function.
2. If an employee wears corrective glasses or goggles or other personal protective equipment, we shall ensure that such equipment is worn in a manner that does not interfere with the seal of the face piece to the face of the user.
3. For all tight-fitting respirators, we shall ensure that employees perform a user seal check each time they put on the respirator.
4. Appropriate surveillance shall be maintained of work area conditions and degree of employee exposure or stress. When there is a change in work area conditions or degree of employee exposure or stress that may affect respirator effectiveness, we shall reevaluate the continued effectiveness of the respirator.
5. Respiratory equipment shall not be passed on from one person to another until it has been cleaned and sanitized. Respirators individually assigned should be marked to indicate to whom it was assigned. This mark shall not affect the respirator performance in any way. The date of issuance should be recorded.
6. When not in use, respirators shall be stored to protect against dust, sunlight, extreme temperatures, excessive moisture, or damaging chemicals. Plastic zip lock bags are suitable for storage.
7. The company shall ensure that employees leave the respirator use area:
 - To wash their faces and respirator facepieces as necessary to prevent eye or skin irritation associated with respirator use; or
 - If they detect vapor or gas breakthrough, changes in breathing resistance, or leakage of the facepiece; or
 - To replace the respirator or the filter, cartridge, or canister elements.
8. If the employee detects vapor or gas breakthrough, changes in breathing resistance, or leakage of the facepiece, we will replace or repair the respirator before allowing the employee to return to the work area.
9. For all IDLH atmospheres, the company shall ensure that:
 - One employee or, when needed, more than one employee is located outside the IDLH atmosphere;
 - Visual, voice, or signal line communication is maintained between the employee(s) in the IDLH atmosphere and the employee(s) located outside the IDLH atmosphere;
 - The employee(s) located outside the IDLH atmosphere are trained and equipped to provide effective emergency rescue;
 - The Supervisor or designee is notified before the employee(s) located outside the IDLH atmosphere enter the IDLH atmosphere to provide emergency rescue;
 - The Supervisor or designee authorized to do so by «Company_Name», once notified, provides necessary assistance appropriate to the situation;
 - Employee(s) located outside the IDLH atmospheres are equipped with pressure demand or other positive pressure SCBAs, or a pressure demand or other positive pressure supplied-air respirator with auxiliary SCBA; and either appropriate retrieval equipment for removing the employee(s) who enter(s) these hazardous atmospheres where retrieval equipment would contribute to the rescue of the employee(s) and would not increase the overall risk resulting from entry; or equivalent means for rescue where retrieval equipment is not required.

Maintenance, Inspection and Care of Respirators

1. The company shall ensure that respirators are cleaned and disinfected using procedures recommended by the respirator manufacturer, provided that such procedures are of equivalent effectiveness to OSHA regulations. The respirators shall be cleaned and disinfected at the following intervals:
 - Respirators issued for the exclusive use of an employee shall be cleaned and disinfected as often as necessary to be maintained in a sanitary condition;
 - Respirators issued to more than one employee shall be cleaned and disinfected before being worn by different individuals;
 - Respirators maintained for emergency use shall be cleaned and disinfected after each use; and
 - Respirators used in fit testing and training shall be cleaned and disinfected after each use.
2. All respirators shall be stored to protect them from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals, and they shall be packed or stored to prevent deformation of the face piece and exhalation valve.
3. Emergency respirators shall be:
 - Kept accessible to the work area;
 - Stored in compartments or in covers that are clearly marked as containing emergency respirators; and
 - Stored in accordance with any applicable manufacturer instructions.
4. All respirators used in routine situations shall be inspected before each use and during cleaning;
5. All respirators maintained for use in emergency situations shall be inspected at least monthly and in accordance with the manufacturer's recommendations, and shall be checked for proper function before and after each use; and
6. Emergency escape-only respirators shall be inspected before being carried into the workplace for use.
7. The company shall ensure that respirator inspections include the following:
 - A check of respirator function, tightness of connections, and the condition of the various parts including, but not limited to, the face piece, head straps, valves, connecting tube, and cartridges, canisters or filters; and
 - A check of elastomeric parts for pliability and signs of deterioration.
8. In addition to the requirements above, self-contained breathing apparatus shall be inspected monthly.
9. Air and oxygen cylinders shall be maintained in a fully charged state and shall be recharged when the pressure falls to 90% of the manufacturer's recommended pressure level. The employer shall determine that the regulator and warning devices function properly.
10. For respirators maintained for emergency use, the company shall:
 - Certify the respirator by documenting the date the inspection was performed, the name (or signature) of the person who made the inspection, the findings, required remedial action, and a serial number or other means of identifying the inspected respirator; and
 - Provide this information on a tag or label that is attached to the storage compartment for the respirator, is kept with the respirator, or is included in inspection reports stored as paper or electronic files. This information shall be maintained until replaced following a subsequent certification.

11. Repairs. The company shall ensure that respirators that fail an inspection or are otherwise found to be defective are removed from service, and are discarded or repaired or adjusted in accordance with the following procedures:
 - Repairs or adjustments to respirators are to be made only by persons appropriately trained to perform such operations and shall use only the respirator manufacturer's NIOSH-approved parts designed for the respirator;
 - Repairs shall be made according to the manufacturer's recommendations and specifications for the type and extent of repairs to be performed; and
 - Reducing and admission valves, regulators, and alarms shall be adjusted or repaired only by the manufacturer or a technician trained by the manufacturer.

Training

1. The company shall ensure that each employee required to use a respirator can demonstrate knowledge of at least the following:
 - Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator;
 - What the limitations and capabilities of the respirator are;
 - How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions;
 - How to inspect, put on and remove, use, and check the seals of the respirator;
 - What the procedures are for maintenance and storage of the respirator;
 - How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators; and
2. The training shall be conducted in a manner that is understandable to the employee.
3. The training shall be provided prior to requiring the employee to use a respirator in the workplace.
4. Retraining shall be administered annually, and when the following situations occur:
 - Changes in the workplace or the type of respirator render previous training obsolete;
 - Inadequacies in the employee's knowledge or use of the respirator indicate that the employee has not retained the requisite understanding or skill; or
 - Any other situation arises in which retraining appears necessary to ensure safe respirator use.

Program Evaluation

1. The safety program administrator shall conduct evaluations of the workplace as necessary to ensure that the provisions of the current written program are being effectively implemented and that it continues to be effective.
2. The safety program administrator shall regularly consult employees required to use respirators to assess the employees' views on program effectiveness and to identify any problems. Any problems that are identified during this assessment shall be corrected. Factors to be assessed include, but are not limited to:
 - Respirator fit (including the ability to use the respirator without interfering with effective workplace performance);
 - Appropriate respirator selection for the hazards to which the employee is exposed;
 - Proper respirator use under the workplace conditions the employee encounters; and

- Proper respirator maintenance.

Recordkeeping

1. Records of medical evaluations must be retained and made available to regulatory agencies.
2. The company shall establish a record of the qualitative and quantitative fit tests administered to an employee including:
 - The name or identification of the employee tested;
 - Type of fit test performed;
 - Specific make, model, style, and size of respirator tested;
 - Date of test; and
 - The pass/fail results for QLFTs or the fit factor and strip chart recording or other recording of the test results for QNFTs.
 - Fit test records shall be retained for respirator users until the next fit test is administered.
3. Program records shall be made available upon request to affected employees and to governing or regulatory agencies for examination and copying.

Procedures for Cleaning Respirators

1. Remove filters, cartridges, or canisters. Disassemble face pieces by removing speaking diaphragms, demand and pressure-demand valve assemblies, hoses, or any components recommended by the manufacturer. Discard and replace any defective parts.
2. Wash components in warm (43 deg. C [110 deg. F] maximum) water with a mild detergent or with a cleaner recommended by the manufacturer. A stiff bristle (not wire) brush may be used to facilitate the removal of dirt.
3. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain.
4. When the cleaner used does not contain a disinfecting agent, respirator components should be immersed for two minutes in one of the following:
 - Hypochlorite solution (50 ppm of chlorine) made by adding approximately one milliliter of laundry bleach to one liter of water at 43 deg. C (110 deg. F); or,
 - Aqueous solution of iodine (50 ppm iodine) made by adding approximately 0.8 milliliters of tincture of iodine (6-8 grams ammonium and/or potassium iodide/100 cc of 45% alcohol) to one liter of water at 43 deg. C (110 deg. F); or,
 - Other commercially available cleansers of equivalent disinfectant quality when used as directed, if their use is recommended or approved by the respirator manufacturer.

5. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain. The importance of thorough rinsing cannot be overemphasized. Detergents or disinfectants that dry on face pieces may result in dermatitis. In addition, some disinfectants may cause deterioration of rubber or corrosion of metal parts if not completely removed.
6. Components should be hand-dried with a clean lint-free cloth or air-dried.
7. Reassemble face piece, replacing filters, cartridges, and canisters where necessary.
8. Test the respirator to ensure that all components work properly.

Mandatory Information for Employees Using Respirators When Not Required

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors,

or very small solid particles of fumes or smoke.

4. Keep track of your respirator so that you do not mistakenly use someone else's respirator.

FORKLIFTS

Each year about 100 workers are killed and almost 95,000 injured in industrial truck accidents across the country. To properly protect our employees from such accidents, the company has adopted the following Forklift Safety Program.

General

The company will ensure that each powered industrial truck operator is competent to operate a powered industrial truck safely, as demonstrated by the successful completion of the training and evaluation specified below.

Prior to permitting an employee to operate a powered industrial truck (except for training purposes), the company shall ensure that the employee has successfully completed a training program.

Training Program Implementation.

Trainees may operate a powered industrial truck only:

- under the direct supervision of persons who have the knowledge, training, and experience to train operators and evaluate their competence; and
- where such operation does not endanger the trainee or other employees.

Training shall consist of a combination of formal instruction (e.g., lecture, discussion, interactive computer learning, video tape, written material), practical training (demonstrations performed by the trainer and practical exercises performed by the trainee), and evaluation of the operator's performance in the workplace.

All operator training and evaluation shall be conducted by persons who have the knowledge, training, and experience to train powered industrial truck operators and evaluate their competence.

Note: This section does not require that the training be given by any particular individual or organization. The trainer must only be able to demonstrate that they have appropriate knowledge, training and experience to train others and evaluate their competence.

Training Program Content.

Powered industrial truck operators shall receive initial training in the following topics.

- Operating instructions, warnings, and precautions for the types of truck the operator will be authorized to operate;
- Differences between the truck and the automobile;
- Truck controls and instrumentation: where they are located, what they do, and how they work;
- Engine or motor operation;
- Steering and maneuvering;
- Visibility (including restrictions due to loading);
- Fork and attachment adaptation, operation, and use limitations;

- Vehicle capacity;
- Vehicle stability;
- Any vehicle inspection and maintenance that the operator will be required to perform;
- Refueling and/or charging and recharging of batteries;
- Operating limitations;
- Any other operating instructions, warnings, or precautions listed in the operator's manual for the types of vehicle that the employee is being trained to operate.
- Workplace-related topics:
 - Surface conditions where the vehicle will be operated;
 - Composition of loads to be carried and load stability;
 - Load manipulation, stacking, and unstacking;
 - Pedestrian traffic in areas where the vehicle will be operated;
 - Narrow aisles and other restricted places where the vehicle will be operated;
 - Hazardous locations where the vehicle will be operated;
 - Ramps and other sloped surfaces that could affect the vehicle's stability;
 - Closed environments and other areas where insufficient ventilation or poor vehicle maintenance could cause a buildup of carbon monoxide or diesel exhaust;
 - Other unique or potentially hazardous environmental conditions in the workplace that could affect safe operation;
- The requirements of this section.

Refresher Training and Evaluation.

Refresher training, including an evaluation of the effectiveness of that training, shall be conducted to ensure that the operator has the knowledge and skills needed to operate the powered industrial truck safely.

Refresher training in relevant topics shall be provided to the operator when:

- The operator has been observed to operate the vehicle in an unsafe manner;
- The operator has been involved in an accident or near-miss incident;
- The operator has received an evaluation that reveals that the operator is not operating the truck safely;
- The operator is assigned to drive a different type of truck; or
- A condition in the workplace changes in a manner that could affect safe operation of the truck.

An evaluation of each powered industrial truck operator's performance shall be conducted at least once every three years.

Avoidance of Duplicative Training.

If an operator has previously received training in a topic specified above, and such training is appropriate to the truck and working conditions encountered, additional training in that topic is not required if the operator has been evaluated and found competent to operate the truck safely.

Note: This section reduces the training requirement for previously trained operators provided we can demonstrate that the operator knows the material. Since some of the required training is unique to the area where the lift will be operated, we must still cover these areas even if the employee was previously trained.

Certification.

The company shall certify that each operator has been trained and evaluated as required by this paragraph (l). The certification shall include the name of the operator, the date of the training, the date of the evaluation, and the identity of the person(s) performing the training or evaluation.

RECORDKEEPING

The program administrator will ensure the maintenance of all Safety Program records, for the listed periods, including:

- | | |
|--|----------------------|
| 1. New Employee Safety Orientation forms | length of employment |
| 2. Code of Safe Practices Receipt | length of employment |
| 3. Disciplinary actions for safety | 1 year |
| 4. Safety inspections | 2 years |
| 5. Safety meeting reports | 2 years |
| 6. Safety Contact Reports | 2 years |
| 7. Accident investigations | 5 years |
| 8. Federal or State OSHA log of injuries | 5 years |
| 9. Inventory of Hazardous Materials (if any) | forever |
| 10. Employee exposure or medical records | forever |

Records are available for review at the main office.

APPENDIXES

1. HAZARD ASSESSMENT AND CORRECTION RECORD
2. ACCIDENT / EXPOSURE INVESTIGATION FORM
3. WORKER TRAINING AND INSTRUCTION RECORD
4. EMPLOYEE SAFETY CONTACT REPORT
5. NEW EMPLOYEE SAFETY ORIENTATION
6. CODE OF SAFE WORK PRACTICES RECEIPT
7. COMPANY VEHICLE POLICY RECEIPT
8. SAFETY COMMITTEE MEETING MINUTES
9. SAFETY MEETING MINUTES
10. VEHICLE INSPECTION CHECKLIST
11. FACILITY INSPECTION CHECKLISTS

HAZARD ASSESSMENT AND CORRECTION RECORD

Date of Inspection: _____ Person Conducting Inspection: _____

Unsafe Condition or Work Practice:

Corrective Action Taken:

Date of Inspection: _____ Person Conducting Inspection: _____

Unsafe Condition or Work Practice:

Corrective Action Taken:

Date of Inspection: _____ Person Conducting Inspection: _____

Unsafe Condition or Work Practice:

Corrective Action Taken:

ACCIDENT / EXPOSURE INVESTIGATION REPORT

Date & Time of Accident:

Location:

Accident Description:

Workers Involved:

Preventive Action Recommendations:

Corrective Actions Taken:

Manager Responsible:

Date Completed

WORKER TRAINING AND INSTRUCTION RECORD

[illegible]

EMPLOYEE SAFETY CONTACT REPORT

Work site: _____

Manager / Supervisor: _____

Employee name _____

Date _____

Job title _____

Safety concern:

Corrective action:

Signed: _____

Employee

Signed: _____

Manager / Supervisor

NEW EMPLOYEE SAFETY ORIENTATION

The Supervisor will verbally cover the following items with each new employee on the first day of their employment.

Employee Name: _____

Start Date: _____

Job Title / Position: _____

Instruction has been received in the following areas.

- ☐ 1. Code of Safe Practices.*
- ☐ 2. Hazard Communication (chemicals) Employee Training Handbook.*
- ☐ 3. Driving Safety Rules.*
- ☐ 4. Safety rule enforcement procedures.
- ☐ 5. Necessity of reporting ALL injuries, no matter how minor, IMMEDIATELY.
- ☐ 6. Proper method of reporting safety hazards.
- ☐ 7. Emergency procedures and First Aid.
- ☐ 8. Proper work clothing & required personal protective equipment.
- ☐ 9. List all special equipment, such as lifts, employee is trained and authorized to use.
- ☐ 10. Emergency Exits and Fire Extinguishers.

* Give a copy of these items to the employee.

I agree to abide by all company safety policies and the Code of Safe Practices. I also understand that failure to do so may result in disciplinary action and possible termination.

Signed _____ Date _____
Employee

Signed _____ Date _____
Supervisor

Supervisor

CODE OF SAFE PRACTICES RECEIPT

This is to certify that I have received a copy of the Code of Safe Practices. I have read these instructions, understand them, and will comply with them while working for the company.

I understand that failure to abide by these rules may result in disciplinary action and possible termination of my employment with the company.

I also understand that I am to report any injury to my Supervisor or Manager immediately and report all safety hazards.

I further understand that I have the following rights.

- I am not required to work in any area I feel is not safe.
- I am entitled to information on any hazardous material or chemical I am exposed to while working.
- I am entitled to see a copy of the Safety Manual and Injury and Illness Prevention Program.
- I will not be discriminated against for reporting safety concerns.

Print Name

Sign Name

Date

Copy: Employee
File

COMPANY VEHICLE POLICY RECEIPT

This is to certify that I have received a copy of the Driving Safety Rules and Company Vehicle Policy. I have read these instructions, understand them, and will comply with them while driving company vehicles.

I understand that failure to abide by these rules will result in disciplinary action and possible suspension of my driving privileges.

I also understand that I am to report any accident to the office immediately.

Print Name

Sign Name Date

Copy: Employee File

SAFETY COMMITTEE MEETING MINUTES

Date of Committee Meeting: _____ *Location:* _____

Minutes prepared by: _____ *Date:* _____

Review of Safety Inspection and Plan of Correction:

Previous Business: _____

New Business: _____

Review of Accidents: _____

Plan of Correction: _____

Employee Suggestions: _____

Recommended Safety Training: _____

Additional Comments: _____

Safety Committee Meeting Attendance:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

- | | |
|-----------|-----------|
| 9. _____ | 10. _____ |
| 11. _____ | 12. _____ |
| 13. _____ | 14. _____ |
| 15. _____ | 16. _____ |
| 17. _____ | 18. _____ |
| 19. _____ | 20. _____ |

SAFETY MEETING MINUTES

Company: _____ Department: _____

Presenter: _____ Date: _____

Safety Topic Discussed:

Additional items addressed other than topic:

Suggestions and Comments:

Safety Meeting Attendance:

- | | |
|-----------|-----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |
| 9. _____ | 10. _____ |
| 11. _____ | 12. _____ |
| 13. _____ | 14. _____ |
| 15. _____ | 16. _____ |
| 17. _____ | 18. _____ |

Vehicle Inspection Checklist

Driver _____ Date _____
Vehicle _____ Mileage _____

The items on this inspection sheet should be checked daily. A separate sheet should be filled out for each vehicle driven. Example: If you drive vehicle #3614 and swap to #7659 during the day, 2 inspection sheets should be filled out for that day. These forms are due daily. Place an X by any item that needs attention. Place a check mark by the rest. Any discrepancies should be detailed on the bottom of this sheet.

- _____ Ignition Key
- _____ Fuel Key
- _____ Check Radio (Two way check)
- _____ Visual Inspection for Exterior Damage/Leaks under vehicle
- _____ Check inside Engine compartment for Leaks/loose items
- _____ Oil Level
- _____ Washer Fluid Level
- _____ Coolant Level
- _____ Power Steering Fluid Level
- _____ Start Engine and check Transmission Fluid Level (Fluid should be hot)
- _____ Check for Air Gauge
- _____ Check Tires for wear and pressure (**70 PSI COLD**) LF _____ LR _____ RF _____ RR _____
- _____ Check Horn
- _____ Check Heater/Defroster
- _____ Check Windshield Wipers/Washers
- _____ Check Highlight/Signal lights/4way flashes/Tail lights/Backup lights/Horn
- _____ Check Lift, run one Complete Cycle
- _____ Check Interior lights
- _____ Check Mirrors for damage and adjustments
- _____ Check fuel level (**Should Not be Less Than ½ Tank**)
- _____ Check First Aide Kit on Board and full
- _____ Check Fire Extinguisher on board/Gauge showing charged, proper seal & pin
- _____ Check Adequate tie-downs/Tie-down Tracks (must be clean)
- _____ Check BIOHAZ KIT (Seal)
- _____ As you drive, continually check for any strange smells, sounds, vibrations, or anything that does not feel right.

*Form to be completed and turned in to Operations Manager DAILY.

The following discrepancies were noted: _____

Driver's Signature: _____

Corrective action taken: _____

FACILITY INSPECTION CHECKLIST

Department/Division: _____

Date Of Inspection: _____

Location: _____

Inspector: _____

Criteria	Check One		Comments
	Yes	No	
• Are work areas properly illuminated?	<input type="checkbox"/>	<input type="checkbox"/>	
• Is the ventilation system appropriated for the work performed?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are restrooms and washrooms kept clean and sanitary?	<input type="checkbox"/>	<input type="checkbox"/>	
• Is potable water provided for drinking and washing?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are outlets for water not suitable for drinking clearly identified?	<input type="checkbox"/>	<input type="checkbox"/>	
• Where heat stress is a problem, do all fixed work areas have air conditioning?	<input type="checkbox"/>	<input type="checkbox"/>	
• Is the work area clean and orderly?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are floors kept clean and dry or have you taken appropriate measures to make floors slip resistant?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are floors free from protruding nails, splinters, holes, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are permanent aisles and passageways clearly marked?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are aisles and passageways kept clear?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are pits and floor openings covered or guarded?	<input type="checkbox"/>	<input type="checkbox"/>	
• Is combustible trash removed from the worksite daily?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are spilled materials or liquids cleaned up immediately?	<input type="checkbox"/>	<input type="checkbox"/>	
• Is there safe clearance in aisles where motorized or mechanical handling equipment travel?	<input type="checkbox"/>	<input type="checkbox"/>	
FLOOR AND WALL OPENINGS, STAIRS AND STAIRWAYS			
• Are floor openings guarded by covers or guardrails on all sides?	<input type="checkbox"/>	<input type="checkbox"/>	
• Do skylights have screens or fixed railings that would prevent someone on the roof from falling through?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are open pits and trap doors guarded?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are grates or similar type covers over floor openings such as floor drains, designed so that foot traffic or rolling equipment are not affected by grate spacing?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are open-sided floors, platforms and runways having a drop of more than 4 feet guarded by a standard railing or toe board?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are standard stair rails or handrails on all stairways having four or more risers?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are all stairways at least 22 inches wide?	<input type="checkbox"/>	<input type="checkbox"/>	
• Do stairs have at least a 6-½ foot overhead clearance?	<input type="checkbox"/>	<input type="checkbox"/>	

<ul style="list-style-type: none"> • Are step risers on stairs uniform from top to bottom? • Are steps on stairs and stairways designed or provided with a slip-resistant surface? • Are stairway handrails located between 30 and 34 inches above the leading edge of stair treads? 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 	
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GENERAL WORK ENVIRONMENT

Criteria	Check One		Comments
	Yes	No	
<ul style="list-style-type: none"> Are stairway handrails capable of withstanding a load of 200 pounds, applied in any direction? 	<input type="checkbox"/>	<input type="checkbox"/>	
ELEVATED SURFACES			
<ul style="list-style-type: none"> Is the vertical distance between stairway landings limited to 12 feet or less? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Are stairways adequately illuminated? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Are signs posted showing the elevated surface load capacity? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Do elevated work areas have a permanent means of access and egress? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Are materials on elevated surfaces piled, stacked or racked in a manner to prevent tipping, falling, collapsing, rolling or spreading? 	<input type="checkbox"/>	<input type="checkbox"/>	
EXITS AND EXIT DOORS			
<ul style="list-style-type: none"> Are all exits marked with an exit sign and illuminated by a reliable light source? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Are exit routes clearly marked? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Are doors, passageways or stairways that are neither exits nor access to exits, appropriately marked "NOT AN EXIT" or "STOREROOM" etc.? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Are all exits kept free of obstructions? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Are there sufficient exits to permit prompt escape in case of emergency? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Do exit doors open in the direction of exit travel? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Are doors that swing in both directions provided with viewing panels in each door? 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Are exits and exit routes equipped with emergency lighting? 	<input type="checkbox"/>	<input type="checkbox"/>	
ADDITIONAL REMARKS:			

Additional information regarding this safety program manual can be obtained through the safety program administrator or safety committee.