



Building Operation Guidelines

March 11th, 2009

These guidelines are not meant to replace agreements stated in your lease, but to aid in your understanding of building operations. This will be an evolving document as we learn how the building works best. The Tenant Advisory Committee is helping craft this document to be most agreeable to everyone. Please offer input and suggestions as necessary and come to the Tenant Advisory Committee to voice your concerns. Thank you for your patience and your cooperation as we learn together how we want our Nonprofit Center to operate.

Note: We are releasing these Building Operation Guidelines in draft form, as they are currently being reviewed by the Tenant Advisory Committee. The Building Operation Guidelines have not yet been reviewed by the Third Street Center Board of Directors, nor the other tenants and will need to go through that comment period before being finalized.

Tenant Improvements:

- Please refer to Third Street Center document "Tenant Improvement Guidelines" before any construction work is planned in leased spaces. These will be distributed prior to tenant work, and as soon as possible, but after the base architecture is finalized. This building has areas built as early as 1961. So, for your own safety please abide by these guidelines due to the presence of asbestos in the building.

Window and Window Coverings:

- All tenants with exterior windows should consider energy efficiency when choosing window treatments.
- All interior window treatments, such as in the long hall, will be left for tenants to decide (within reason and with neatness in mind). The E.D. reserves the right to let tenants know what is not reasonable.

Common vs. Privately Leased Spaces:

- Common areas should represent the community as a whole, not individual organizations. Therefore, please keep all personal items inside respective spaces instead of obstructing sidewalks, entryways, hallways, or common areas.

- Please maintain within your leased space all floor areas (including vestibules, entrances, and air returns), doors, fixtures, windows, and plate glass in a neat, clean, safe, and good condition.
- Please treat the community room, conference room, shared break room, and other common areas as if they were your home. When using the kitchen for special events and meals, please clean up after yourself!
- There will be a deposit required up front for large events. This will cover the extra cleaning costs in case tenants do not clean up after themselves.
- Procedures/prices for using common areas will be posted in a separate document. Common areas can be reserved through the Executive Director.

Signage, Flyers and Announcements:

- We want to maintain the integrity of the design (architecturally), be a model for others, and attract funders. Therefore, please place your flyers and announcements on the designated bulletin board/kiosk.
- The Executive Director of the Third Street Center will monitor and maintain the bulletin board to make it effective.
- Signage on exterior doors is under review by the Tenant Advisory Committee. All exterior doors might be painted the same color, and there will be guidelines for signage on doors.

Energy and Water Efficiency:

- Reduce, Reuse, Recycle...
- We are extremely energy and cost conscious. Please be efficient in your use of electricity and water. We ask that if tenants are purchasing new electronic equipment, that Energy Star rated electronics be purchased. If you already own computers, printers, fax, etc. we are not asking for any replacement. The effort to keep electric consumption low is in our best interest as it will keep utility bills low.
- This Building has been designed and engineered to use alternative energy systems including Solar Electric Panels (Photovoltaic or PV panels), Solar Thermal Panels (for Space Heating), and Solar Thermal Panels (for Domestic Hot Water). This building has been designed to eventually reach our goal of net zero energy and net zero water, if not on opening day then in the future. That means that the building produces as much energy and collects as much water as it consumes. This can ONLY be achieved if tenants are on board with energy and water efficiency.
- We would like the Executive Director of the Third Street Center to give friendly reminders about conserving energy.
- Your skylights will be operable and you will be expected to open them at night to release heat during the summer and close them during the day. The Third Street Center will be a PASSIVE building with ACTIVE tenants. The Executive Director will be helping tenants interact with the building.

Animals:

- We want the Third Street Center to be a dog friendly establishment. Animals should be leashed in common areas and free to be in tenant spaces. Dogs could be tied to trees outside. Clients who have dog fears need to feel safe, so problem dogs or dogs that bark a lot will be handled with a 3 strikes and you're out rule. The Town does have a leash law.
- Please be responsible for the immediate pick-up, cleaning, and disposal of waste or damages made by dogs of tenants, employees, customers, clients, agents, representatives, vendors, or invitees.

Noise:

- Please do not disturb the occupants of this or adjoining buildings or premises by the making of loud or improper noises. The point of this community building is for us all to get along. Please be respectful of your neighbors.

Trash and Recycling:

- The Third Street Center will provide a trash and recycling center which will be located behind the kitchen.
- Please store all trash, refuse, and waste materials in appropriate enclosed containers and regularly remove it from your Leased Area. Do not place any such containers in a location which constitutes as a health, fire hazard, or nuisance to the Building or any occupant. Please utilize trash and recycling containers provided by the Third Street Center and keep these areas neat and tidy.

Environment:

- Please do not dispose of any hazardous, flammable, or combustible material in any drain or other area of the Building or in your Leased Area, nor anywhere on the grounds or Common Areas of the Building.
- Placeholder for artists' studio policies regarding toxic paints etc. Refer to SAW and Ro Mead for help.

Smoking:

- Smoking is definitively prohibited within the building. There will be one outdoor designated smoking area in a location T.B.D.

Cleaning:

- Please give the names and schedules of your cleaning crews to the Executive Director so that they know who is in the building and when. The Third Street Center is not

responsible for any damage or theft that may result from tenants hiring their own cleaning contractors.

- Please use only non-toxic cleaning supplies, paint, and materials in the building and on the grounds. All cleaning supplies and materials used by tenant should be approved by the Third Street Center. We feel that using non toxic cleaning supplies creates a better world for us all, keeps us healthier, our water healthier, and the eco system healthier. Thank you for taking this seriously, even if it means spending a couple of extra dollars on protecting our fragile environment. The Third Street Center will set up bulk buying for these supplies and then it shouldn't cost much more than regular cleaning supplies.
- The Third Street Center will be responsible for cleaning of all common areas. All cleaning supplies used by the management of the Third Street Center will be non-toxic and used for all Common Areas of the Building.

Parking:

- We are very tight on parking! Due to parking limitations and in order to minimize the impact on the environment and the neighborhood, tenants are strongly encouraged to utilize public transportation, carpool, bike, or walk.
- Please do not use any handicapped area, utility area, loading area or any other area reserved for special use except for the specific purpose for which they are designed.
- No overnight parking is allowed unless it is a special situation and the Executive Director is notified.
- Parking I.D. tags may be required for tenants of the Third Street Center. This is under review by the Tenant Advisory Committee.
- The Center encourages tenants who are able, to park further away from the building, and reserve closer parking spaces for the elderly, those who need them, and visitors to the Center.

Drugs:

- Third Street Center reserves the right to exclude or expel from the Building any person who, in management's judgment, is intoxicated or under the influence of liquor or drugs, is engaged in illegal conduct or conduct detrimental to any of the businesses in the Building, or who is in violation of any of these Building Operation Guidelines.

Lodging:

- Please do not use or allow the use of any portion of the Leased Premises for residential or lodging purposes. An exception could be made in the case of extreme weather. If necessary, tenants could sleep in their offices, and let the Executive Director know that they will be staying the night.

Locks and Keys:

- Please do not place additional lock or locks on any door in the Building unless written consent from the Third Street Center has first been obtained. The management of Third Street Center must have access to all parts of the building in event of an emergency. A reasonable number of keys to the Premises will be furnished by the Third Street Center; and neither Tenant nor Tenant's agents or employees should have any duplicate keys made. At the termination of this tenancy, Tenant shall promptly return to the Third Street Center all keys to offices and exterior doors. Two sets of keys will be available at the time of occupancy. The Executive Director of the Building will keep master keys that can be used to open all rooms. Replacement keys will cost \$10 per key. Tenant is responsible for making copies of keys for employees etc. AND keeping a record of who these keys were distributed to.

Bicycles:

- Please do not leave bicycles or other vehicles in the common areas (as stated above) of the Building or obstruct sidewalks or entrances of the Building with bicycles. We are a bike friendly community and the Third Street Center will provide bike racks. The locations of these bike racks are TBD.

Damage:

- In the event that a tenant damages any part of the building, that tenant shall pay to the Third Street Center the amount required to repair said damage.
- Self-repair is an option before hiring someone to do the repair, but the repair would have to be approved by the Executive Director. Please refer to the Third Street Center "Tenant Improvement" document before doing any self-repair.

Fire:

- Please do not do or permit anything to be done in the Premises or bring or keep anything therein which would in any way increase the rate of fire insurance on the Building or on property kept therein, constitute a nuisance or waste, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or conflict with the laws relating to fire or with any regulations of the fire department or with any insurance policy upon the Building or any part thereof or conflict with any of the rules or ordinances of the Department of Health.
- The allowance of candles for special occasions and dinners is under review by the Tenant Advisory Committee. We are checking to see if that usage is covered in our insurance agreement.

Disputes Between Tenants:

- All disputes between tenants should first be taken to the Executive Director. If they cannot be settled at this level then outside mediation may be necessary. Russ Criswell with Sopris Avenue Mediation has generously offered his services on a volunteer basis. Russ has been a practicing mediator for the last five years. Contact Russ at (970) 963-9371 or rcriswell@hotmail.com.

Waiver:

- Before any new rules are added, the Tenant Advisory Committee will be notified and conferred with.
- Tenant agrees that the Third Street Center may reasonably amend, modify, delete or add new and additional rules and regulations to the use and care of the Premises and the Building of which the Premises are a part. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from the Third Street Center thereof. In the event of repeated breach of any rules and regulations herein set forth, or any reasonable amendments, modifications or additions thereto, Third Street Center shall have all remedies in the Lease provided for in the event of default by Tenant.
- Landlord may waive any one or more of these Rules and Regulations for the benefit of any Tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of all other Tenants.
- These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, conditions, and, agreements contained in the Lease.
- The Third Street Center and its Agents shall at all times have the right to enter the Premises and show the same to persons wishing to lease them with 24 hours notice, and may, at any time within sixty (60) days preceding the termination of Tenant's Lease Term, place upon the doors and windows of the Premises the notice "For Rent" which notice shall not be removed by Tenant.