



## **RULES & REGULATIONS**

1. No additional locks shall be placed upon any doors of the Unit by Occupant and Occupant agrees not to have any duplicate keys made nor have the locks changed. Occupants are responsible for the cost of replacing damages or lost keys and key fobs. Office and cubicle tenants have 24/7 access. Open desk and other members will not receive keys and have access only during business hours (8:00am-5:30pm, Monday-Friday)
2. Neither Occupant, nor any of its invitees or guests, shall disturb other occupants of the building by making any undue or unseemly noise, or creating any foul odors, or do anything that the Manager deems offensive. Occupant shall not install or operate in or upon the Unit any machine or machinery causing noise or vibration perceptible outside the Unit. No combustible material may be stored in the Facility.
3. Except as set forth below, Occupant shall not mark or drive nails or screws into the woodwork or walls, or paint or in any way deface the building, Facility, property or any part thereof, or the Unit or any part thereof, or fixtures therein without consent of Manager. Pictures and wall hangings are permitted in Occupant's private office area. Damage to walls may cause a reduction in the amount of Occupant's security deposit that is returned to Occupant upon termination or expiration of this Agreement, so we recommend the use of damage free hanging apparatus. Picture hangers can be obtained from Manager's staff.
4. The expense of remedying any breakage, damage or stoppage resulting from a violation of this rule shall be borne by Occupant.
5. Occupants are not permitted to access any roof, roof areas, attics, or any mechanical rooms of any of our buildings even if the area is not locked or may be accessed. Some of these areas are not locked off because they provide egress in the case of emergency and, therefore, except in the case of an emergency, no Occupant shall enter these areas and are obligated to ensure that their guests and invitees do not enter these areas.
6. Canvassing, soliciting and peddling in the building and Facility are prohibited and each Occupant shall cooperate to prevent such activity. This is not to preclude industrial sales representatives. Manager reserves all vending rights.
7. Occupant shall have the non-exclusive right, along with other occupants of the building, to use limited and designated parking area located on the land upon which the building is located, except for portions of the parking area necessary for entrances, exits, driveways, walkways, loading and unloading areas. Parking is limited to the number of Maximum Occupants that are granted for the unit(s) you are renting (if none are listed then the maximum number of spaces is one). Vehicles may only be parked on the premises while the Occupant is occupying the premises, and no vehicles may be stored overnight. Unless expressly agreed to in your Occupancy Agreement, no commercial vehicles, equipment, trailers or other items may be stored in or around the premises at any time. Any violation of these parking restrictions may result in penalties, fines, or other actions as deemed appropriate by the Manager, including potential termination of your Occupancy Agreement. Manager shall have the authority at any time to designate portions of the parking area for exclusive use by certain tenants in the building, or to regulate the use of the parking areas in general. Manager is not responsible in any way for damage, destruction, or theft to any vehicle or contents therein and your use of any designated parking areas is solely at your own risk.



8. Manager assumes no responsibility for and shall not be liable for any damage resulting from any error in regard to any identification of Occupant or its employees from admission to or exclusion from the building.
9. Occupant shall have access to the conference rooms that are located in the Facility, and all conference room use by Occupant must be reserved in advance in a minimum of half-hour increments. If Occupant has an office or cubicle membership, Occupant will be provided with a username and login to Incutate's conference room scheduling system, through which Occupant may reserve conference room time. Open desk members must reserve a conference room by emailing [info@incutate.com](mailto:info@incutate.com), or by speaking with a member of Manager's staff. Occupant's membership includes a limited amount of conference room use per calendar month based upon the membership levels listed below:
  - a. Open Desk Membership (\$150 per month) – This membership includes up to two (2) hours of conference room use per calendar month.
  - b. Open Desk Membership (\$200 per month) – This membership includes up to four (4) hours of conference room use per calendar month.
  - c. Cubicle Membership – This membership includes up to four (4) hours of conference room use per calendar month.
  - d. Office Membership – This membership includes up to four (4) hours of conference room use per calendar month for offices with rent that is less than five-hundred dollars (\$500.00) per month, and up to eight (8) hours of conference room use per month for offices with rent that is equal to, or greater than five-hundred dollars (\$500.00) per month.

In the event that Occupant's use of the conference rooms exceeds the limitations set forth in this Section, Occupant shall be invoiced by Manager for such excess use in one-hour increments at Manager's then-current hourly rates. The above limitations are subject to change from time to time at the Manager's sole discretion. Please refer to <https://www.incutate.com/> for the most current limitations.

10. The Manager's responsibility for janitorial and other custodial services shall be limited to the exterior and common areas of the Facility and building, such as hallways, restrooms, etc., only if these areas are shared by other tenants. Otherwise, the Occupant shall be responsible. Reasonable care and caution shall be used by Occupant to keep all shared facilities by Occupants and administrators clean.
11. Occupant shall exercise care and caution to ensure that all water faucets, water apparatus and electrical apparatus are carefully and entirely shut off before Occupant or its employees leave the building so as to prevent waste or damage. Occupant shall be responsible for any damage to the Unit or the Facility or building and for all damages or injuries sustained by other Occupant or occupants of the building arising from Occupant's failure to observe this provision.
12. Manager reserves the right to exclude or expel from the building any person who, in the judgment of the Manager, is intoxicated, or someone who brings in or stores any illegal substances in the Unit or the facility, or who is, in the judgment of Manager, disturbing other Occupants or Manager in any way or who shall in any manner do any act in violation of any of the rules and regulations of the building.



13. Manager shall not be responsible to Occupant for the non-observance or violation of any of these Rules and Regulations by any other occupant at the Facility or tenant in the building. Manager reserves the right to make such other reasonable rules and regulations as may be necessary or appropriate, in Manager's sole judgment, for the safety, care and cleanliness of building, and for the preservation of good order therein.
14. Occupant agrees not to store any merchandise crates, goods, supplies or other materials of any kind outside the Unit without special permission.
15. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Occupant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.
16. If Occupant is the last to leave the building after normal business hours, Occupant shall make sure that hallway lights and lights in the common areas are turned off.
17. Occupant shall make sure the entry door is securely locked if Occupant is the last to leave the building after normal business hours.
18. The common areas of the Facility are for everyone's use and enjoyment. All occupants shall be responsible for keeping these areas looking their best by picking up after themselves.
19. For the sake of fellow occupants, Occupants shall pick up their own trash and clean counter areas and dishes in kitchen and conference room after use.
20. Nothing is to be taped on any glass, wood, metal, or wall surfaces.
21. The Facility is a commercial place of business and for this reason children under the age of 13 are not permitted without the Manager's prior written approval, which may be revoked at any time with or without reason.
22. Incutate is a smoke-free facility and smoking is not tolerated. At our Sewell location, we have a designated smoking area located in the rear of the building in or around the Gazebo.
23. The Manager reserves the right to amend these rules and regulations in its sole discretion from time to time in any manner that it deems appropriate. Said revised rules and regulations shall be deemed effective immediately upon notice to Occupant or upon Manager's posting of the same in the Facility or via the Website at <https://www.incutate.com/rulesandregulations>.

I acknowledge that I have reviewed and understand the policies and guidelines within this document:

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_