

NW Flex Space Rules and Regulations

1. Energy Consumption:

- a. NW Flex Space rates include payments toward utility expenses, so it is incumbent on every user to minimize energy use as much as possible
- b. Users may add additional utility capacity to their units at their own expense, but NW Flex Space reserves the right to approve all such projects and may stipulate that users either pay a flat monthly rate increase or that the new utility be submetered and billed back in exchange for approving the additional utility capacity
- c. NW Flex Space reserves the right to audit user equipment, including requesting users submit data plate information, to evaluate equipment utility demand
- d. Users are not permitted to utilize utility resources, including electrical outlets, not within their leased or licensed spaces
- e. Users are permitted to use common area utility resources, including electrical outlets, for uses such as charging devices, provided the user remains present with their devices

2. Obstructions of Entrances, Doorways, and Common Areas:

- a. Hallways, easements, doorways, and loading docks are not permitted to be blocked by any user at any time except when the hallways, easements, doorways, and loading docks are actively being used for movement in, out, or through the property
- b. Users are not permitted to block access to any common areas, including but not limited to conference rooms, kitchens, breakrooms, meeting areas, or lounge areas
- c. Emergency exits are to be used only in the event of an emergency
- d. Users are not permitted to store any belongings in common areas or any spaces that are not assigned to them under their license or lease agreements
- e. Staging of pallets and parcels on loading docks is only permitted in signed, designated areas for short-term periods

3. Parking:

- a. Parking is offered on a first-come, first served basis
- b. No user's vehicle may exceed 5MPH when travelling through NW Flex Space parking lots
- c. Users are permitted to park vehicles onsite only during their shifts
- d. Overnight parking is permitted only by permission from NW Flex Space and fees for overnight parking may be assessed, including setup fees and monthly usage fees
- e. Users are not permitted to service vehicles in NW Flex Space parking lots
- f. All vehicles in the parking lot must be kept in good, running condition
- g. Users must move vehicles whenever requested by NW Flex Space staff
- h. In designated lots, users are required to lock parking lot gates at 7PM to ensure the security and safety of our parking facilities
- i. Users are not permitted to park in any visitor stalls, reserved parking stalls, delivery-designated parking stalls, or NW Flex Space staff parking spaces
- j. Users are responsible for ensuring that their employees, vendors, customers, and other invited guests and will be held responsible for any violations of these policies

4. Managing and Preventing Waste:

- a. No user may overfill a NW Flex Space dumpster for any reason
- b. Dumpsters are considered “overfilled” by trash providers when the lid to the dumpster cannot close fully
- c. Office users are permitted to dispose of up to one 13-gallon bag of trash per week and one 13-gallon bag of recycling per week
- d. Warehouse users are permitted to dispose of one 42-gallon bag of trash per week and one 42-gallon bag of recycling per week per one thousand square feet leased or licensed (*for example, if a user license’s 3,000 square feet, they are permitted 3 42-gallon bags of trash per week and 3 42-gallon bags of recycling per week*)
- e. Users are required to flatten all cardboard boxes
- f. No materials may be left on or around the dumpsters
- g. Pallets cannot be disposed of in NW Flex Space trash containers. Any users found to be violating this policy will be fined \$150 per pallet in addition to any fines/disposal costs assessed by our waste haulers
- h. Users are not permitted to place items in “free piles” in any spaces beyond their licensed or leased spaces
- i. Users are not permitted to move or block NW Flex Space dumpsters
- j. All users are required to turn off all water faucets, appliances, and warehouse equipment prior to leaving their licensed or leased spaces

5. Janitorial, Vendor, and Contractor Services

- a. Users are welcomed to present plans for modifying their spaces to NW Flex Space
- b. NW Flex Space retains all rights to approve, modify, limit, or not approve any proposed improvements
- c. NW Flex Space retains all rights to approve, modify, limit, or not approve any proposed contractors
- d. NW Flex Space retains the right to require specific contractors to perform user requested modifications
- e. Contractors performing permitted works in NW Flex Space properties must first submit their state contractor registration information and a copy of their insurance documents
- f. Garbage or waste generated during any approved construction that exceeds the user’s permitted allocation or contains materials that are not approved for NW Flex Space dumpsters must be disposed of off-site

6. Usage of Common Areas

- a. Common areas, including by not limited to kitchens, conference rooms, lobby areas, bathrooms, and other shared spaces, are offered on a first-come, first-served basis
- b. Users are required to clean up after their use of kitchens, conference rooms, lobby areas, bathrooms, and any other space shared with other users
- c. When using shared appliances, including but not limited to coffee pots, tea kettles, microwaves, users must leave them clean and ready to be used by the next user
- d. Users may request to reserve common areas for private events at NW Flex Space’s sole discretion
- e. Users hosting private events in common areas are responsible for ensuring that any invited guests follow all community rules

- f. When using common areas, users are expected to be mindful of their noise levels, remembering that other users may be working nearby
- g. No sleeping is permitted in common areas
- h. Users are required to report any messes or equipment malfunctions to NW Flex Space
- i. Food is not to be kept in the refrigerator for more than seven (7) days
- j. Any food left in the refrigerator longer than seven (7) days may be disposed of by NW Flex Space staff, including any containers the food is stored in, without notice or recourse

7. Signage

- a. Users are permitted to install removeable signage only advertising the name of their business onto the exterior of their unit doors or in unit windows
- b. Signage is only permitted within user spaces - no user is permitted to install any signage for their business outside of their user space or outside of the defined provisions
- c. Users may request permission from NW Flex Space to install additional signage beyond the limitations of the above regulations
- d. NW Flex Space retains all rights to approve, modify, limit, or not approve any user's signage

8. General Property & Grounds Conditions

- a. Users are responsible for any damage caused by themselves, their employees, their vendors, or their invited guests, to any NW Flex Space property, including but not limited to fences, doors, signs, vehicles, curbs, parking surfaces, floors, walls, gates, lighting, and restroom facilities.

9. Smoking, Drugs, and Alcohol

- a. Smoking or vaping of any substance is prohibited inside of NW Flex Space buildings and in the area immediately adjacent (within ten (10) feet) to the ingress or egress of a building
- b. Even when ten feet from the ingress or egress of the building, smoking on loading docks is not permitted
- c. Smoking or vaping tobacco products is permitted only in designated locations on the property
- d. Alcohol is prohibited within common areas, including containers left in shared spaces such as refrigerators, without prior permission from NW Flex Space staff
- e. Users under the influence of drugs or alcohol are not permitted to operate machinery, including forklifts, on NW Flex Space property

10. Utilizing Dock High and Grade Level Rollup and Overhead Doors

- a. To avoid damaging rollup or overhead doors, all users must ensure that side latches are unlocked prior to opening
- b. Any rollup or overhead doors must be opened fully before allowing a vehicle to drive up to or through the door
- c. Trailer operators must regard bumper guards when backing up to the loading docks
- d. If a door has been damaged, users are not permitted to use it – continuing to do so may result in additional damage and serious injury
- e. No user may use a forklift or other device to open a rollup or overhead door that has malfunctioned
- f. Rollup and overhead doors are not permitted to be left open unless they are being used to actively load or unload deliveries

11. Keys and Badges

- a. NW Flex Space issues photo ID cards to permit entry to the property for authorized personnel and to activate NW Flex Space forklifts
- b. Users are not permitted to share their badges or credentials with any other users for any reason
- c. Badges are issued without charge at the request of users and are typically delivered within one week of request to the user's building
- d. Temporary access codes are provided prior to badge delivery to ensure users can access the space
- e. Expedited delivery of badges (within one business day) is available for a \$75 fee
- f. Only NW Flex Space is permitted to install locks on units, including pad locks on warehouse units
- g. The unauthorized removal of a NW Flex Space lock from a unit will be subject to a \$500 fine in addition to the costs of restoring the original lock
- h. Unit keys are provided without charge at the request of the users and are typically delivered within one week of request to the user's building
- i. Expedited delivery of keys (within one business day) is available for a \$75 fee
- j. Keys must be returned when users vacate the property – unreturned keys are subject to a \$50 fine per unreturned key
- k. No users are permitted to copy NW Flex Space issued keys
- l. NW Flex Space will rekey a unit's locks at users request for a fee based on the prevailing rate of local locksmiths at the time of the request

12. Flammables, Pollutants, Heating and Air Conditioning

- a. All users are required to maintain Material Safety Data Sheets (MSDS) for any applicable materials and produce them upon request from NW Flex Space staff
- b. If in a private or enclosed unit, warehouse users are required to furnish and maintain their own fire extinguishers
- c. If working with flammable materials, users are required to store them in a flammable storage cabinet suitable for the materials stored
- d. Space heaters must be UL compatible and have automatic shutoff features
- e. No heaters that generate emissions are permitted to be used in any interior spaces
- f. Painting is prohibited inside the building unless in approved spaces with proper ventilation and permitting
- g. Users generating dust through their permitted activities are responsible for ensuring that their dust collection measures are appropriate for their production

13. Pets

- a. Cats, dogs, fish, and reptiles are permitted inside the building
- b. Rodents, arachnids and birds are not permitted inside the building
- c. All animals need to be leashed while travelling through any common areas or on the grounds
- d. Owners must pick up animal waste from lawns
- e. Failure to collect animal waste subject to \$75 fine and exclusion of said animal from the property
- f. Fish tanks may not be larger than 16.25" x 8.4" x 10.5"

- g. NW Flex Space reserves the right to exclude any pets from the building at NW Flex Space's sole discretion

14. Right to Prevent Access

- a. Users are responsible for the actions of all invited guests, including but not limited to employees, vendors, contractors, and customers
- b. NW Flex Space shall in no case be liable for damages for any error with regard to the admission to or exclusion from the building of any person
- c. NW Flex Space is permitted to use self-help measures to restrict access to user spaces
- d. Users are not permitted access electrical panels
- e. Users are not permitted access the roof or designated utility service or mechanical rooms
- f. Users may not allow entry to the building of any individual who is not their employee, vendor, contractor, customer, or other invited guests

15. Warehouse and Office Partitions

- a. Users may not alter or deface in any way the walls, partitions, or other surfaces of their unit without prior written consent of NW Flex Space
- b. Users seeking to build partition walls for their unit must first receive permission from NW Flex Space staff
- c. NW Flex Space reserves the right to approve, deny, or modify any planned partition walls
- d. All partition walls must be anchored to the concrete
- e. Erected walls cannot interfere with fire exiting or sprinklers
- f. If a user opts to erect walls around a previously unenclosed unit, they must furnish and maintain a fire extinguisher within their space at their own expense
- g. Locks for warehouse partition walls must be furnished by NW Flex Space
- h. Partition walls may not be painted
- i. Installed partition walls must remain in the building, even if the user opts to move out of the building

16. Restroom Facilities

- a. Toilets, urinals, and sinks shall be used as designed
- b. No users may flush sanitary products – no tampons, pads, or wipes are permitted to be flushed
- c. Damaged or malfunctioning equipment needs to be reported immediately to NW Flex Space staff
- d. If cleaning or supply replenishment is needed, please contact NW Flex Space staff for support
- e. Treat facilities gently – flush frequently to avoid overflows

17. Permitted Use

- a. Except with prior written consent, retail sales are prohibited on the property
- b. Wholesale and will-call pickups are permitted on the property
- c. Any user activities outside the defined permitted use in the user's contract are subject to approval by NW Flex Space staff

18. Odors and Noise

- a. The playing of musical instruments is prohibited in or on the property
- b. Activities that generate odor or noise may require users to make modifications to their space if NW Flex Space, at their sole discretion, deems the odors or noise levels offensive to other users
- c. Music that is appropriate for a professional environment may be played in warehouse spaces at a reasonable volume that does not interfere with other users
- d. Users must turn off equipment that generates odors and noise when not in immediate use
- e. Work that generates noxious odors is always prohibited unless permitted specifically under the user's contract

19. Forklift and Other Equipment

- a. NW Flex Space's forklift is provided as an amenity and access can be revoked at any time without recourse at NW Flex Space's sole discretion
- b. NW Flex Space is not responsible for any losses incurred due to the forklift not being operational
- c. All forklift operators must present OSHA-approved credentials to operate forklifts to operate any forklift, either those owned by the user or by NW Flex Space, on the property
- d. Before using the forklift, users must perform an OSHA-approved inspection
- e. The forklift should always be returned to the dedicated parking space once finished
- f. Users are not permitted to operate NW Flex Space scissor lifts and floor sweeping units
- g. Users must replace the fuel tank when depleted using provided tanks on building loading docks
- h. Users are not permitted to use cell phones or be wearing headphones or earbuds while operating the lift
- i. If the forklift becomes damaged for any reason, turn the lift off and immediately report the issue to NW Flex Space staff
- j. Users must honk when driving around corners
- k. No user should operate the lift faster than 5 MPH at any time
- l. Forklift credentials cannot be shared – any individual caught sharing their credentials with other users will have their credentials revoked
- m. The forklift is a shared resource: no user is permitted to use the lift for more than 2 hours per day
- n. Users should leave the lift in good, clean condition

20. Replenishment of Supplies

- a. Contact NW Flex Space if propane tanks, bathrooms, or break room supplies need replenishment

21. Cleaning Spills/Messes

- a. All users are required to have and maintain cleaning supplies appropriate to mitigate spills caused by their products/activities
- b. Spill kits are located in breakrooms for biohazard mitigation
- c. All users are expected to clean up common areas after their use, including but not limited to break areas, kitchens, conference rooms, and loading docks
- d. Cleaning supplies are located in the kitchen to clean kitchen messes
- e. NW Flex Space cleaning supplies are not intended or permitted to be used to clean up messes in user spaces

22. Severe Weather, Roof Leaks, and Emergencies

- a. In the event of an emergency, please contact your NW Flex Space property manager immediately
- b. Excepting situations of imminent catastrophe, please contact NW Flex Space first before local authorities

23. First Aid and Safety

- a. All users should provision and maintain their own first aid kits and fire extinguishers appropriate to their operations to respond to emergency situations
- b. Users must participate in any NW Flex Space organized evacuation drills
- c. All users must maintain 36" clearance on any electrical panels or sprinkler heads within their user spaces
- d. All pallet racking, regardless of height, must be anchored to the floor to prevent tipping in emergencies

24. Campus Vending and Marketplace

- a. NW Flex Space provides campus vending amenities at our own discretion
- b. Any users caught stealing items from the marketplace must repay within 15 days
- c. Users caught stealing items from the marketplace will be subject to a \$75 fine for the first violation, with the amount doubling for each additional violation during the calendar year, with fines capping at \$300 per violation
- d. Users or their invited guests may be excluded from the property if more than one violation occurs without recourse

25. Amendments

- a. NW Flex Space reserves the right to revise or make other Rules and Regulations as may be deemed advisable for the safety, care, and cleanliness of the property and for preserving of good order therein

26. Hazardous Materials

- a. Users are expected to maintain, at their own expense, operations in full compliance with all local, state, and federal hazardous material regulations, including but not limited to the storage, use, and disposal of all materials and the mitigation of any externalities created by their use

27. Reporting Damage

- a. Users are expected to treat NW Flex Space shared equipment, including but not limited to forklifts, loading dock doors, fixtures, trash receptacles, and any other items furnished by NW Flex Space for common use with care
- b. Any user who damages shared equipment, either due to accident or negligence or malfunction, is required to report the issue to NW Flex Space immediately
- c. Failure to report damage will result in the assessment of a \$150 fine, as well as the cost of the repair if applicable, to the user

- d. Any additional failures to report damage or malfunction will result in a doubling of the imposed fine for each occurrence

28. Securing the Building

- a. Doors, both man door and loading dock doors, must remain closed at all times except during active ingress or egress
- b. Any user found to have left an entryway to the building open and unattended will be assessed a \$150 fine, with fines doubling for each additional infraction
- c. Users may not allow entry to the building of any individual who is not their employee, vendor, contractor, customer, or other invited guests

29. Internet

- a. NW Flex Space provides basic high-speed WiFi internet for all users through local providers and maintains the network via third-party contractors
- b. Internet is a utility and while we work hard to provide consistent uptime, internet access at all times cannot and is not guaranteed
- c. Users seeking to connect devices to our networks that require additional network configuration will be billed for all reasonable costs assessed by our IT partners for provisioned support

Acknowledgment

With my signature below, I acknowledge that I have received this document and fully understand my responsibilities as a NW Flex Space Licensee. I agree to abide by all NW Flex Space Rules and Regulations and will ensure that my employees, vendors, and visitors understand and follow these policies.

Name: _____ **Signature:** _____