



## Executive Suite Rules and Regulations

1. No birds, animals, reptiles, or any other creatures may be brought into or about the Building or Plaza Executive Suites premises except for service animals allowed under the Americans with Disabilities Act (ADA) and Arizona State law with the following stipulations:
  - Only dogs and miniature horses can be service animals and are not considered pets. They must be individually trained to do work or perform tasks for a person with a disability and its work must be directly related to the handler's disability. It is protected under the ADA regardless of whether they have been licensed or certified by a state or local government. A dog that solely comforts or provides emotional support does not qualify under ADA.
  - Arizona law also states that any trainer or individual with a disability may take an animal being trained as a service animal to a public place for purposes of training it to the same extent as provided to a handler of a fully trained animal.
  - The animal must be harnessed, leashed, or tethered, unless devices interfere with the animal's work or the individual's disability prevents the use of these devices, in which case, voice, signal, or other effective control must be maintained by the individual (ADA). State law doesn't specifically address the issue but does have a leash law for pet dogs that states it must be "on a leash not to exceed six feet in length and directly under the owner's control when not on the owner's property."
  - Under the ADA, State and local governments, businesses, and nonprofit organizations that serve the public generally must allow service animals to accompany people with disabilities in all areas of the facility where the public is normally allowed to go. State statute says, Public place means any office or place of business or recreation to which the general public is invited, whether operated by a public or private entity and includes all forms of conveyance, including taxis, tow trucks and ambulances.
  - The ADA states that when it is not obvious what service an animal provides, only limited inquiries are allowed. Two questions may be asked: (1) Is the dog/horse a service animal required because of a disability? and (2) What work or task has the dog/horse been trained to perform? Owners of service animals cannot be asked about their disability, be required to present medical documentation, required to have a special identification card or training documentation for the dog/horse, or ask that the dog/horse demonstrate its ability to perform the work or task. Arizona State law says discrimination includes requiring an individual with a disability to disclose disability related information.

Service animals can be excluded from public places if:

- It is not under control or housebroken (ADA) (including barking)
- It poses a direct threat to the health or safety of others, fundamentally alters the nature of the public place or the goods, services or activities provided, or poses an undue burden (State).



2. Nothing may be swept or thrown into the lobby, corridors, halls, elevator shafts, or stairways and tenant shall cooperate with Building employees in keeping the Premises neat and clean.
3. Tenant may not make or permit any improper or objectionable noises or odors in the Building or Plaza Executive Suites premises, create a nuisance, or do or permit anything which in the Landlord's sole judgment, interferes in anyway with other tenants or persons having business with them.
4. No equipment of any kind may be operated on the Premises that could in any way annoy any other tenant in the Building (microwaves and other radio wave devices may inhibit wireless internet access and are subject to prohibition).
5. Lobby door, when after hours (after 5:00pm or weekends), must be kept closed.
6. No bicycles or similar vehicles are allowed in the Building.
7. Tenant shall refer all contractors, contractor's representatives, and installation technicians rendering any service on or to the Premises for Tenant to Landlord for Landlord's approval and supervision for performance of any contractual service. This provision applies to all work performed in the Building, including installation of telephones, telephone equipment, electrical devices, and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceiling, equipment, or any other physical portion of the Building.
8. Sidewalks, doorways, vestibules, halls, stairways, and similar areas may not be obstructed by any Tenant Party, or used for any purpose other than ingress and egress to and from the Premises, or for going from one part of the Building to another part of the Building. No furniture may be placed in front of the Building or in any lobby or corridor without prior consent of Landlord.
9. Movement in/out of the Building of furniture/office equipment, or dispatch/receipt by tenants or any bulky material/merchandise/materials that require use of elevators/stairways, or movement through the Building entrances/lobby shall be conducted under Landlord's supervision at such times and in such a manner as Landlord may reasonably require. Each tenant assumes all risks of, and is liable for all damage to, articles moved and injury to persons engaged/not engaged in such movement, including equipment, property and personnel of Landlord damaged/



injured because of acts in connection with carrying out this service for such tenant.

10. Landlord or its agents or employees may enter the Premises to examine the same or to make repairs, alterations, or additions as Landlord deems necessary for the safety, preservation, or improvement of the Building.
11. Landlord may require all Tenant Parties to evacuate the Building in the event of an emergency or catastrophe.
12. Tenant may not do anything, or permit anything to be done, in or about the Building, or bring or keep anything in the Building that in any way increases the possibility of fire (including open flames and space heaters) or other casualty, or do anything in conflict with the valid laws, rules, or regulations of any governmental authority.
13. Landlord shall provide all door locks in each tenant's Premises, at the cost of such tenant, and no tenant shall place any additional door locks in its Premises without Landlord's prior written consent.
14. No portion of the Building may be used as lodging rooms or for any immoral or unlawful purposes.
15. Tenant acknowledges that each Plaza Executive Suites facility may have varying hours of operation regarding Heating / Cooling and automatic entry which is provided to the tenant in the Welcome Packet. Tenant building requirements that may be needed outside of regular building hours of operation should be discussed and agreed between Tenant and Plaza Executive Suites prior to signing any contract documents.
16. Tenant shall not adjust any thermostats in or around their suite whether accessible or not without the express permission of the landlord. Tenant acknowledges that building management may charge for thermostat adjustments made after hours and those charges will be passed onto the tenant who made the adjustment and/or requested the adjustment.
17. Tenant must obtain Landlord's approval to move the furniture provided as a protection for the furniture / equipment, the flooring and the well-being of tenant. Tenant should avoid use of tacks / nails in the walls for hanging purposes as client will be charged to repair all permanent marks on wall, furniture and flooring. Tenant is not authorized to perform such repairs without Landlord's approval. Landlord suggests the use of 3M



Command Strips or similar handing aids in lieu of nails and tacks to reduce such costs to tenant at move-out.

18. Landlord may control all internal lighting that is visible from the exterior of the Building and may change any unapproved lighting without notice to Tenant, at Tenant's expense.
19. Tenant must obtain Landlord's prior written approval, which is at Landlord's sole discretion, for installation of any solar screen material, window shades, blinds, drapes, awnings, window ventilators, or other similar equipment and any window treatment of any kind whatsoever.
20. Plaza Executive Suites' "**Holidays**" are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Plaza Executive Suites' lobbies will be closed on such holidays. Additionally, Plaza Executive Suites has abbreviated 4-6 business hour days on the day following Thanksgiving, and the work days preceding the Christmas and New Year holidays. "**Business hours**" are weekdays Monday through Friday 8 a.m. to 5 p.m. (Biltmore – Monday through Friday 8 a.m. – 6 p.m.)
21. Landlord will not be responsible for lost or stolen personal property, money or jewelry from any tenant's Premises regardless of whether such loss occurs when the area is locked against entry or not. Tenant assumes all risks from theft or vandalism to the Premises and agrees to keep the Premises locked as may be required. It is suggested that tenant obtain a rental insurance for belongings stored on the property.
22. Tenant will not permit any Tenant Party to bring into the Building any handgun, firearm or other weapons of any kind, illegal drugs or, unless expressly permitted by Landlord in writing, alcoholic beverages.
23. Tenant shall not permit its employees, invitees, or guests to smoke in the Premises or the lobbies, passages, corridors, elevators, vending rooms, restrooms, stairways or any other area shared in common with other tenant in the Building, or permit its employees, invitees, or guests to loiter at the Building entrances for the purposes of smoking. Tenant agrees to adhere to designated smoking areas specific to the office location
24. Additional keys are available at a cost of \$5.00 per key. Lost keys may result in the rekeying of the office at the tenant's expense at a cost of up to \$100.00. Tenant shall return all keys and access control badges/fobs at the termination of its tenancy and shall be responsible for the cost of replacing any keys/badges/fobs that are lost.



25. Microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants or interfere with wireless internet signals.
26. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
27. Users of the parking areas will obey all posted signs and park only in the areas designated for vehicle parking. All Tenant Parties shall comply with parking rules and regulations as may be posted and distributed from time to time.
28. Unless otherwise instructed, every person using the parking areas is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all which risks are assumed by the party using the parking areas.
29. The maintenance of vehicles in the parking areas or Common Areas is prohibited. The washing, waxing or cleaning of vehicles in designated areas shall not be permitted at any time.
30. Tenant shall be responsible for seeing that all its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
31. Tenant may not place any signs in the exterior windows of the building. No signs, posters, advertisements, or notices may be painted or affixed on any windows, doors, or other parts of the Building, except in colors, sizes, and styles, and in places approved in advance by Landlord. Landlord has no obligation or duty to give this approval. Building standard suite identification signs are decal window signage only. The Tenant had been provided with a list of signage companies within the area (welcome packet). The cost of the Building standard signs is payable by Tenant. Directories will be placed by Landlord, at Landlord's expense, in conspicuous places in the Building. No other directories are permitted.
32. Tenant may not assign its interest in this Lease or sublet all or any portion of the Premises without the prior written consent of Landlord for each occurrence, which consent may be withheld in Landlord's sole and absolute discretion.



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33. Tenant acknowledges that each location maintains a separate information sheet with building specific information regarding emergency contact, hours of operation and temperature control.
- 34. Landlord may rescind any of these Rules and Regulations and make other future Rules and Regulations as needed for the safety, protection, care, and cleanliness of the facility, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees, and invitees. Those rules, when made and 10 Day Notice thereof given to a tenant at the email address designated by the tenant in writing, are binding upon Tenant in the same manner as the original rules.**