# Rules and Regulations

## Rules and Regulations Overview

*Tenants and their visitors are required to comply with the Tenant Rules and Regulations.*

All Building and Tenant Vendors performing work on-site are required to comply with the Vendor Rules and Regulations.

All Building and Tenant Vendors who perform construction-related services (Designing or Building) are required to comply with the Construction Standards.

The Tenant Rules and Regulations, Vendor Rules and Regulations, and Construction Standards may be modified by the Owner’s Agent occasionally. Please refer to the Tenant Handbook for the most current version.

## Tenant Rules and Regulations

**Tenant Rules and Regulations**

**Capella Tower**

**225 South Sixth Street
Minneapolis, MN 55402**

The term “Tenant” used herein includes the Tenant’s officers, agents, contractors, employees, licensees, and invitees. “Premises” refers to the defined premises in the Tenant’s lease.

**ACCESS SYSTEM**: If the Tenant requests wiring for an access control system, an approved electrician shall install it.

**AIR QUALITY**: Tenant shall not cause or permit any foul or toxic gas or other odors to be produced upon or permeate from the Premises.

**ANIMALS**: Animals are not permitted in the Building or the Premises unless they are service animals as defined under the Americans with Disabilities Act.

#### BICYCLES, SKATEBOARDS, ROLLER SKATES, IN-LINE SKATES, SCOOTERS, AND MOTORIZED VEHICLES:

Bicycles, skateboards, roller skates, inline skates, and scooters are not permitted inside the building, in the elevators, or on the walkways outside the building.

Motorized vehicles (excluding motorized wheelchairs) are not permitted inside the building except in areas designated by the Landlord.

Suppose a secure bicycle parking area exists at the building for tenants to use in common. In that case, the Tenant shall be entitled to use it, subject to the applicable rules and regulations imposed thereon by the Landlord.

**BUILDING ACCESS**: Landlord may deny access to any portions of the Building or the Premises if the individual does not comply with Landlord’s Visitor Access Program. Subject to applicable law, the Landlord shall not be liable for damages for any error about the admission to, or exclusion from, the building of any person. Further, in the event of civil unrest or any other emergency, Landlord reserves the right to prevent access to all areas of the building, as necessary, to mitigate the risk of damage to person or property. Such actions may include closing and locking the doors to the building.

**COMBUSTIBLE & FLAMMABLE**: Subject to the terms of the Lease as to the handling of permitted hazardous materials, the Tenant shall not use or keep in the Premises or the building any kerosene, gasoline, or flammable or combustible fluid or material, nor use any method of heating or air conditioning other than provided by Landlord or agreed to by Landlord under the provisions of the Lease.

**COOKING**: No cooking shall be done or permitted by Tenant in the Premises, except that Tenant may maintain and use in the breakroom/kitchen area microwave ovens, toaster ovens, and equipment for brewing coffee, tea, hot chocolate, and similar beverages, if Tenant shall (i) prevent the emission of any food or cooking odor from leaving the Premises, (ii) be solely responsible for cleaning the areas where such equipment is located, (iii) maintain and use such areas solely for Tenant’s employees and business invitees, not as public facilities, and (iv) keep the Premises free of vermin and other pest infestation. Notwithstanding clause (ii) above, the Landlord shall, without special charge, empty and remove the contents of one (1) 15-gallon (or smaller) waste container from the food preparation area so long as such container is fully lined with, and the contents can be removed in, a waterproof plastic liner or bag, supplied by Tenant, which will prevent any leakage of food-related waste or odors; provided, however, that if at any time Landlord must pay a premium or special charge to Landlord’s cleaning or scavenger contractors for the handling of food-related or so-called “wet” refuse, Landlord’s obligation to provide such removal, without special charge, shall cease.

**CORRIDOR DOORS**: Corridor doors, when not in use, shall be kept closed unless approved by the Landlord and free of obstructions.

**DEFACEMENT**: Tenant shall not overload the floor of the Premises or mark, drive nails, screw, or drill into the partitions, woodwork, or plaster or in any way deface the Premises or any part thereof; provided, however, that Tenant may hang on the walls of the Premises artwork, whiteboards, and other items typically hung in office premises using nails, hooks or other devices reasonably approved by Landlord for such purposes.

**DISORDERLY CONDUCT**: The Landlord reserves the right to exclude or expel from the building any person who, in the landlord's judgment, is intoxicated or under the influence of liquor or drugs or who shall in any manner act in violation of any of the Rules and Regulations.

**DOORS, KEYS, AND LOCKS**: Tenant shall not place any locks or bolts (or alter any locks or bolts already in place) on any interior or exterior door in the Premises or Building without Landlord's prior written consent, and Landlord shall always have the right to retain and use keys or other access codes or devices to all locks within and into the Premises.

Upon the expiration or termination of the lease, the Tenant shall return all building-issued keys to the Landlord. If the Tenant loses any previously issued key or pass card, the Tenant shall pay the standard replacement charge to replace it.

**ELEVATOR—FREIGHT:** Tenant shall make prior arrangements with the Landlord to use the freight elevator to move heavy articles, large deliveries, or other items inappropriate for the passenger elevators. Deliveries shall occur during hours approved by the Landlord and by the scheduling procedures for the freight elevator.

Landlord reserves the right to inspect and, where deemed appropriate by the Landlord, to open freight coming into the building and to exclude from entering the building any freight that violates any of these Rules and Regulations and any freight for which such inspection is not permitted. Tenant shall not cause the freight elevator to be loaded beyond rated capacities.

**ELEVATOR—PASSENGER:** The passenger elevator cars are designed solely to move people between building floors. They are not intended for freight or mail delivery unless explicitly coordinated with the Landlord for such use, in which case, special requirements/protection may be required.

**JANITORIAL, RECYCLING, & TRASH**: The landlord’s janitorial staff shall not be hindered from cleaning the Premises after 6:00 PM on business days. The janitorial staff shall not clean occupied areas if it disrupts the Tenant.

Unless expressly permitted by the Lease, the Tenant shall not employ anyone other than the Landlord’s contractors to clean, maintain, and repair the Premises.

The tenant shall comply with the building’s recycling guidelines. Electronic waste (E-waste) must not be disposed of in the building’s trash or recycling stream. E-waste must be collected and disposed of via the Landlord’s designated EPA-certified e-waste recycler.

**LOST OR STOLEN ITEMS**: The landlord is not responsible for any loss, theft, disappearance, or damage to personal property on the premises. However, it occurs.

**NUISANCES**: Tenant shall not generate any objectionable noise, vibration, or other offensive conduct that interferes with the rights of the other tenants of the building.

**PATH OF TRAVEL**: Sidewalks, doorways, vestibules, halls, stairways, elevators, and other similar areas shall not be obstructed by the Tenant or used by the Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, or material shall be placed, emptied, or thrown in those areas. The halls, passages, exits, entrances, elevators, stairways, balconies, and roof are not for the use of the public, and Landlord shall, in all cases, retain the right to control and prevent access to it by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation, and interests of the building and its tenants. No tenant no employee or invitees of any tenant shall go upon the roof of the building.

**PLUMBING**: Plumbing fixtures and appliances shall be used only for the purposes for which they were designed, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant.

**RISER ACCESS**: Tenants are prohibited from installing any equipment in any riser room, utility, equipment rooms, or other rooms not leased to the Tenant without the Landlord’s prior written approval. The landlord will direct electricians to where and how telephone and telegraph wires will be introduced into the premises and the building. Without the Landlord's consent, no boring or cutting of wires will be allowed. The location of telephones, call boxes, and other office equipment affixed to the Premises shall be subject to the Landlord's prior approval.

**SECURITY AND LIFE SAFETY**: The Landlord may, from time to time, implement systems and

procedures for the security and safety of the building, the property, and its occupants, and the Tenant shall comply with them. Tenants are responsible for life safety inside their respective Premises and must comply with all Building life safety programs, fire drills, and emergency preparedness programs.

Tenant shall be responsible for ensuring that the doors of the Premises are closed and securely locked before leaving the Building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant’s employees go the Building, and that all electricity, gas or air shall likewise be carefully shut off, to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord. Landlord shall not be responsible to Tenant for loss of property on the Premises, however occurring, or for any damage to the property of Tenant caused by the employees or independent contractors of Landlord or any other person.

**SIGNAGE & DIRECTORIES**: Signs, advertisements, or notices shall not be painted or affixed to windows, doors, or other building parts or placed outside tenant space without the Landlord's approval. Unless otherwise expressly provided in the Lease, the Tenant shall be entitled to have the name of the Tenant's company listed on (a) the Building directory situated in the lobby of the Building (if such a directory exists) and (b) the Tenant directory on each floor of the Building (multi-tenant floors only) where the Premises are located, with the cost of any changes to Tenant’s name on the directory during the Lease term to be at Tenant’s cost.

Unless otherwise expressly provided in the Lease, the landlord shall install all tenant identification and suite numbers at the entrance to the Premises on multi-tenant floors using the standard building graphics (this does not apply to full-floor tenants).

**SMOKING**: Tenants shall not smoke or permit smoking anywhere in the building (including the Premises) or on the property except in any Landlord-designated smoking areas outside the building. Smoking includes e-cigarettes, electronic cigarettes, personal vaporizers, or electronic nicotine delivery systems.

**SOLICITING**: Canvassing, selling, soliciting, and distributing handbills or any other written materials in the building is prohibited, and the Tenant shall cooperate to prevent the same.

**VENDING/BREAKROOM/KITCHEN EQUIPMENT**: Vending machines, water coolers, and coffee machines may be installed within the Premises only if the equipment and manner of installation comply with the building requirements and operational standards as defined in the Building’s Conditions for Construction and Tenant Construction Standards.

**VENDOR RULES AND REGULATIONS AND CONSTRUCTION STANDARDS**: All contractors or vendors performing work in the building shall be subject to the Landlord's prior approval, which approval shall not be unreasonably withheld. They shall comply with the Vendor Rules and Regulations and the Construction Standards.

**WEAPONS**: Weapons are prohibited in all Building and Real Property areas.

**WINDOW TREATMENTS**: The landlord shall have the right to designate and approve any curtains, blinds, shades, or screens attached to or used in connection with any door or window of the Premises. Except for such approved coverings, nothing shall be attached to or hung on the windows or placed on the windowsills of the Premises.

The Rules and Regulations may be modified or amended by Landlord occasionally. The Rules and Regulations are supplemental to the executed leases in the building, provided that,

***IN THE EVENT OF ANY CONFLICT BETWEEN THE RULES AND REGULATIONS AND A TENANT’S WRITTEN LEASE, THE APPLICABLE TERMS OF THE LEASE SHALL CONTROL.***

## Vendor Rules and Regulations

**Vendor Rules and Regulations**

**Capella Tower**

**225 South Sixth Street**

**Minneapolis, MN 55402**

The Vendor Rules and Regulations may be modified or amended by the Owner’s Agent occasionally. The Vendor Rules and Regulations are supplemental to the executed Owner’s Agent vendor contract or Tenant lease, provided that, in the event of any conflict between the rules and regulations and the lease or agreement, the applicable terms of the lease or contract shall be controlled.

**AIR QUALITY**: Vendor shall not cause or permit any odors to be produced upon or permeate from the Premises.

At the Owner’s Agent’s sole discretion, any work that will produce odors and compromise building air quality shall be performed after the building’s regular business hours and may require specialized air evacuation controls, as the Owner’s Agent shall direct.

**ANIMALS**: Animals are not permitted in the Building or the Premises unless they are service animals as defined under the Americans with Disabilities Act.

**APPROVAL OF VENDORS & CONTRACTORS**: All contractors or vendors performing work at the Building/Property shall be subject to the Owner’s Agent's prior approval. The owner’s Agent must be notified 48 hours before any work commences. Approval shall not be unreasonably withheld and shall be required to comply with these Vendor Rules and Regulations, Tenant Rules and Regulations, or the building’s Construction Standards, as applicable.

A completed Authorized Access Reports (AAR) form must be submitted to and approved by the Owner’s Agent before the Vendor performs work. Submission may be completed by either requesting Tenant or Vendor.

### BICYCLES, SKATEBOARDS, ROLLER SKATES, IN-LINE SKATES, SCOOTERS AND MOTORIZED VEHICLES:

Bicycles, skateboards, roller skates, inline skates, and scooters are not permitted inside the building, in the elevators, or on the walkways outside the building.

Motorized vehicles (excluding motorized wheelchairs) are not permitted inside the building except in areas designated by the Owner’s Agent.

**BUILDING ACCESS**: At its sole discretion, the owner's Agent reserves the right to refuse entrance to vendors' employees who cannot meet and maintain the requisite standard of the building visitor policy. If applicable, contact the Building Management Office.

To be issued building access cards and critical sets, all vendors must check in at the Skyway-level Security Desk and complete mandatory check-in procedures, such as providing valid personal identification, reviewing site work policies, etc.

Vendors may be required to designate a representative that will be vetted, have a thumbprint captured, and be approved to access building access cards and key sets from the Capella Tower Key Watcher system at the Skyway Security Desk.

Loading Dock access, including deliveries, must be arranged in advance with the Owner’s Agent via an AAR. Loading Dock access not previously approved may be delayed or turned away. The Owner’s Agent must approve any parking in the loading dock. Materials may not be left on the Loading Dock without prior authorization for more than four (4) hours.

All Building keys and access cards checked out by Vendor staff must be returned to Building security staff each day after work has been completed and checked out again the subsequent day work is performed.

**CONDITION OF PREMISES**: All work shall be done neatly and orderly. The vendor shall be responsible for replacing disturbed materials to their original condition. The work shall only be done by a tradesperson experienced and skilled in the work involved. Vendors shall protect all existing areas from damage, dust, and debris. The Vendor is responsible for protecting and maintaining all existing base building work and finishes, which may or may not be included in the Vendor’s scope of work.

Any damage incurred to the Premises or Premises’ property during work will be immediately reported to the Owner’s Agent.

**CYBERSECURITY**: [Vendor Cybersecurity Network Rules](http://www.capellatowerat225.com/download_file/view/235)

**DISORDERLY CONDUCT**: The owner’s Agent reserves the right to exclude or expel from the building any person who, in the judgment of the Owner’s Agent, is impaired or under the influence of liquor or drugs or who shall in any manner act in violation of any of the Rules and Regulations.

**DOORS, KEYS, AND LOCKS**: The vendor shall not install locks or bolts (or alter any locks or bolts already in place) on any interior or exterior door in the Premises or Building without the Owner’s Agent's prior consent. The owner’s Agent shall always have the right to retain and use keys or other access codes or devices to all locks within and into the Premises.

**ELEVATOR**: The vendor shall make prior arrangements with the Owner’s Agent to use the freight elevator. Deliveries shall occur during hours approved by the Owner’s Agent and by the scheduling procedures for the freight elevator. Owner’s Agent reserves the right to inspect and, where deemed appropriate by Owner’s Agent, to open freight coming into the building and to exclude from entering the building any freight that violates any of these Rules and Regulations and any freight for which such inspection is not permitted. The vendor shall not cause the freight elevator to be loaded beyond rated capacities.

The passenger elevator cars are designed solely to move people between building floors. They are not intended for freight or vendors unless explicitly coordinated with the Owner’s Agent for such use, in which case, special requirements/protection may be required.

Damage to any elevator caused by vandalism or negligence by the vendor shall be repaired at the Vendor’s and Tenant’s cost. If operators are required for elevators and on premium time, the fee shall be charged to the Vendor or Tenant at the Owner’s Agent’s prevailing labor and material rate.

The owner’s Agent may require the Vendor or Tenant to contract directly with an elevator maintenance Vendor for elevator-related work. The vendor or Tenant should arrange this at least 72 hours in advance.

**HAZARDOUS MATERIALS**: If Hazardous Materials are present, the related work shall be performed by recommendations of the National Institute of Occupational/Safety and Health (NIOSH), the requirements of the Occupational Safety and Health Administration (OSHA) asbestos standard, and the Landlord’s Hazardous Materials Operations and Maintenance Manual. Unless approved by the Landlord in writing, all asbestos-related work shall be done before or after the building’s regular business hours, achieving clean air before commencing the building’s regular business hours.

If requested by the Owner’s Agent, the Vendor shall provide and retain on the job site Safety Data Sheets (SDS) for all chemicals being used, with copies provided to the Owner’s Agent. Deliveries of hazardous materials require prior approval from the Owner’s Agent.

**INCIDENT REPORTING**: In case of an accident involving personnel or property, the Tenant and Vendor shall inform the Owner’s Agent immediately. The notification shall state the location of the accident and any actions taken.

Proper notification entails providing details regarding the circumstances of the accident to the Owner’s Agent or authorized representatives of the Owner’s Agent, such as engineering management staff or building security.

**JOB PREPERATION**: Field verification is required for all scopes of work. The vendor must verify field conditions. The vendor shall arrange a job walk before the start of work and provide an accurate and comprehensive schedule of all work, including phasing, if applicable, from project start through completion. The owner’s Agent must approve all on-site staging areas.

**LOST OR STOLEN ITEMS**: The owner’s Agent is not responsible for any loss, theft, disappearance, or damage to personal property, however occurring.

The vendor is responsible for the security of its materials and equipment.

**NUISANCES**: The vendor shall not generate any objectionable noise, vibration, or other offensive conduct while on the property. Work performed shall not interrupt or disturb building operations.

Radios, CD players, or similar pieces of equipment used to disrupt others are not allowed.

**PATH OF TRAVEL**: Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed or used by the Vendor for any purpose other than ingress and egress. No rubbish, litter, or material shall be placed, emptied, or thrown in those areas. Corridor doors shall be closed and free of obstructions when not in use.

Public areas are to be always kept clean. The vendor shall not clutter or block hallways, exits, service elevator lobbies, or electrical closets. Failure to do so will result in the Owner’s Agent’s clean up at the Vendor’s and Tenant’s joint and several costs.

**PLUMBING**: Plumbing fixtures and appliances shall be used only for the purposes for which they were designed, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Vendor.

All plumbing, piping, and fixture installations are subject to the approval of the building Chief Engineer.

**RECYCLING & TRASH**: The vendor shall comply with the building’s trash and recycling guidelines. Electronic waste (E-waste) must not be disposed of in the building’s trash or recycling stream. E-waste must be collected and disposed of via an EPA-certified e-waste recycler.

Construction and work-related debris and waste must be disposed of in approved, vendor-provided construction waste receptacles. Construction waste may not be disposed of in base-building trash compactors.

 **RESTRICTED AREAS**: Vendors must limit themselves to the work area and designated areas.

The vendor is to use the specified restrooms only. Use of restrooms on Tenant floors is not allowed.

It is not allowed for a vendor to use equipment, lunchrooms, vending machines, copiers, telephones, etc., in occupied space.

**RISER ACCESS**: Vendors are prohibited from installing any equipment in any riser room, utility, equipment rooms, or any other rooms not leased to the Vendor without the Owner’s Agent’s prior approval.

**SCOPE OF WORK**: All costs required to support the project on behalf of the tenant, including but not limited to building engineering, security, elevator, dumpster, parking, maintenance, or after-hours costs, shall be the responsibility of the Tenant and to be paid at the Owner’s Agent’s prevailing rate for labor and materials.

No work that would alter the building’s exterior appearance or common areas shall be performed without the Owner’s Agent’s approval.

No changes to the perimeter window treatment are permitted unless pre-approved by the Owner’s Agent at its sole discretion.

**SECURITY AND LIFE SAFETY**: The vendor will comply with Building Security, Emergency Preparedness, and Fire and Life Safety Protocols. The vendor takes responsibility for understanding and implementing building protocols related to its personnel and the locations involved in its scope of work.

The vendor will comply with all Local, State, and Federal safety and health regulations (including OSHA) that pertain to any work in this Locality/Municipality and the Building.

The vendor shall take extraordinary measures to prevent false alarms and promptly inform the Owner’s Agent if such an event occurs.

If work related to Building Life Safety equipment is required, prior notice to the Owner’s Agent in the form of an Authorized Activity Report is required, which the Owner’s Agent must approve before work is performed.

**SIGNAGE**: Signs, advertisements, or notices shall not be affixed to windows, doors, or other parts of the building and real Property or placed at the location involved in their scope of work unless approved by the Owner’s Agent.

**SMOKING**: Vendors shall not smoke or permit smoking anywhere in the Building or the Real Property except in any Owner’s Agent-designated smoking area located outside. Smoking includes smokeless tobacco, pipes, cigarettes, cigars, electronic cigarettes, personal vaporizers, and nicotine delivery systems.

Designated smoking areas are located on 2nd Ave outside the Hyatt Centric and adjacent to the Star Tribune building entrance on 3rd Ave.

**SOLICITING**: Canvassing, selling, soliciting, or distributing handbills or any other written materials in the building or on the Real Property is prohibited, and the Vendor shall cooperate to prevent the same.

**UNION AFFILIATION**: The vendor will verify the union affiliation if the owner’s agent requests it.

**VENDOR IDENTIFICATION**: All Vendors shall wear company-supplied identification and may be required to wear building-supplied building passes.

**WEAPONS**: Weapons are prohibited in all Building and Real Property areas.

## Construction Standards

[Construction Standards](https://www.capellatowerat225.com/download_file/view/182/465)

# Sustainability

Overview: Capella Tower is committed to sustainability. This means enhancing investment performance, operational resilience, and business governance to benefit the company’s properties, tenants, employees, investors, and communities. The building's Green Scorecard provides more information about Capella Tower’s sustainable operations.

As a tenant, we hope you will recognize and take ownership of your critical role in minimizing our building’s impact on the environment by reducing energy and water use and sorting waste. Please review and adhere to the guidelines below within your office.

Waste Recycling: Tenants must adhere to the building’s waste recycling program. This means sorting waste properly into recycling, compost (if applicable), and landfill bins. If you would like informational signage for your space, please view the Recycling Guidelines on the Sustainability tab at the top of this page or contact the Property Management Office for additional guidance.

Electronic Waste (e-waste) Recycling: Electronic waste (e-waste) contains hazardous material that must NOT be disposed of in the building’s trash or recycling stream. E-waste must be collected and disposed of via a certified e-waste recycler. Reach out to the Property Management Office for more information about collection times and the e-waste collection location at the building. All drop-off of personal or business e-waste for recycling at the building is at your own risk. Before dropping off the equipment for reuse/recycling, it is your responsibility to (a) delete the data on the hard disk drives and any other storage devices in the equipment, (b) back up or transfer any data before deletion, and (c) remove any removable media, such as diskettes, CDs, or PC cards. Neither the Owner nor the Owner’s Agent will verify the removal of confidential data that may be stored on the Tenant’s personal or business electronic equipment before being recycled. Owner and Owner’s Agent, Capella Tower, accepts no liability for losing confidential data or software.

Green Construction: Tenants must adhere to the “Green Construction Standards” in Capella Tower’s [Construction Standards](https://www.capellatowerat225.com/tenant-handbook-new/rules-and-regulations/tenant-alterations-construction). This applies to the initial tenant space buildout and subsequent improvements and renovations.

Sustainability Data-Sharing: To facilitate ENERGY STAR certification, tenants must provide the Property Management Office with the following figures upon request (on an annual basis).

1. Number of computers in the tenant space
2. Number of employees/occupants in the tenant space

Energy Disclosure Requirements: For the building owner to comply with federal, state, or local law, tenants must deliver energy use information related to the tenant’s space upon Property Management’s request (on an annual basis).

Additional Resources: Property management teams are equipped with resources to assist tenants in optimizing sustainability in their space.

1. Refer to the sustainability tab above for additional resources.
2. Contact the Property Management Office if you have additional questions/comments/suggestions for enhancing sustainability within your space or Capella Tower as a whole.