

Schedule B - Sill Business Incubator Tenant Policies

Property Management

Juniata College (Juniata) provides all property management services for the Bob and Eileen Sill Business Incubator (Incubator) through the Juniata College Center for Entrepreneurial Leadership (JCEL). Our goal is to provide our tenants with the optimum levels of appearance, performance and business support services at all stages of development.

The Incubator is located at 419 14th Street, Huntingdon, PA 16652 – (814) 506 – JCEL (5235). Normal business hours (with JCEL staff present) are Monday through Friday from 8:30 a.m. to 5:00 p.m. during the Juniata College academic year (end of August to middle of May), and Monday through Friday from 8:00 a.m. to 4:00 p.m. during the summer months (from the middle of May to the end of August). After business hours are in effect during other times, as well as during holidays (holiday schedule is outlined below). Tenants leasing space are able to access that space during after business hours with the use of a proximity keychain (which unlocks the doors). Access after business hours is subject to limits established by JCEL.

Emergency Contacts

The Emergency Contact of 911 should be used in all emergencies, including:

- Fire
- Medical
- Bomb threats
- Threats to welfare of persons and/or facilities
- Accidents

All emergency incidents should also be reported verbally to JCEL staff as well as Juniata Police Department at (814) 641-3636 (number for emergencies) as soon as possible. Direct all questions from the media to the Executive Director of JCEL. The Juniata Police Department non-emergency number is (814) 641-3163 during regular business hours.

Insurance

Incubator and Incubator equipment, furniture and supplies are insured by Juniata. Tenant shall insure all personal property it brings to the Facilities. No claim shall be made against JCEL or Juniata College for damage or destruction of personal property at the Incubator for any reason. Tenant is liable for any damage to Incubator and Incubator equipment that occurs other than from reasonable and customary usage.

Tenant shall obtain and keep in force comprehensive general liability insurance for personal injuries, including death, and property damage, in the amount of at least one million dollars (\$1,000,000) with insurers satisfactory to JCEL and prior to occupying the Facilities shall provide JCEL with a certificate of insurance evidencing such coverage naming Juniata College as additional insured containing a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days written notice to JCEL. Tenant shall provide proof of the continuation of such coverage upon JCEL's request.

Tenants should consult their own advisors with regard to other insurance coverages.

Laws, Rules and Regulations

The Incubator is located in Huntingdon Borough. Per Huntingdon Borough Zoning ruling, Incubator tenants are not to be open to the public between the hours of midnight and 6 a.m. A noise ordinance is in effect after 10 p.m. On premise retail and manufacturing is not permitted at the Incubator; light assembly is permitted.

New tenants should contact the Huntingdon County Borough Office at 814-643-3966 to address all questions with regard to licenses and/or fees. The Huntingdon County Borough Tax Office should also be contacted at 814-643-3966 to report employee names (even if self-employed).

Alcohol use is not permitted on the property. Smoking is not permitted inside the building – a designated smoking area is located outside the building.

The tenant must observe all Juniata regulations, which are posted in the Incubator or which have been provided to tenant, and state and federal laws. Violations of rules and regulations may result in the immediate termination of the tenant.

Holidays

After business hours (see Property Management section above) will be in effect for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, Christmas Break (as indicated on the Juniata Academic Calendar each year) and other dates as indicated on the Academic Calendar.

Building Access

Building access will be provided through the main entrance on the south wall of the Incubator. Tenant will be issued a proximity keychain which will provide access through that door. The doors on the west side of the building are for emergency exit only. No doors may be left open, nor may the locking mechanism be disabled at any time.

Access to the Hotel Incubator Office Space and the Hotel Incubator Light Assembly Space is by use of a proximity keychain. An occupancy day shall be the period from 8:00 a.m. until 8:00 a.m. on the following calendar day. Tenant business hours are determined by each tenant. However, access by the public to tenant offices is not permitted at times or on days in which the Incubator offices are closed unless the tenant escorts a guest to and from the building.

Keys

A proximity keychain request form must be completed and signed by each Tenant representative (Requestor). In addition, Requestor must have the proximity keychain request form signed by an authorized JCEL administrator. Once the form has been completed it will be processed by JCEL, the proximity keychain will be activated. The requester will need to sign for the proximity keychain upon receipt and pick up the proximity keychain personally. At the completion of use, the proximity keychain must be returned to JCEL. Failure to personally return the proximity keychain, or loss of the proximity keychain, will result in forfeiture of the security deposit for Tenant. Tenants are responsible for authorizing their respective employees with access keys in accordance with their own internal employee policy. Re-keying access doors is prohibited.

Tenant start-up fee allows for two proximity keys, two filing cabinet keys and one mailbox key. Additional proximity keys cost \$50 each (with an additional \$50 security deposit per key). Additional mailbox and filing cabinet keys cost \$25 each (with an additional \$25 security deposit per key).

Public Entrance and Check-In requirements

Non-tenants entering the Incubator during Incubator business hours are required to register at the main reception area. JCEL reserves the right to exclude the general public from the building upon such days and at such hours as JCEL from time to time sees fit.

Security

Tenants within Dedicated space are responsible for security within that respective space. Tenants within the Hotel Incubator Space/Richard Ott Innovation Zone must use reasonable care to provide for the common security. All reports of theft or vandalism should be reported immediately to JCEL staff.

Fire Procedures

Smoke detectors are located in various areas of Incubator. In case of fire, pull stations are located near the main exits. Upon hearing the fire alarm, all occupants must immediately exit the building as directed by the EXIT signage. Tenant must assign a fire captain and alternate who is in complete charge of evacuation by all occupants of the Tenant's space. Fire captains should be the last person out of their assigned area, after assuring all other occupants of the area have been evacuated. Fire captains or alternates are encouraged to contact Incubator management for assistance in developing evacuation procedures.

Building Evacuation Procedures

If it becomes necessary to evacuate Incubator for other than a fire alarm, please exit via the closest exit. Refer to the fire procedures. In case of a bomb threat, keep the caller on the line as long as possible. Using another line, dial 911 and explain the situation. Exit the Incubator.

Medical Emergency

If a medical emergency occurs within Tenant space or other Incubator space in use by Tenant, immediately call 911 for emergency help. Please notify JCEL staff that there is a medical emergency and that help has been called.

If a medical emergency happens in an area other than a tenant space:

- Get help – call 911 yourself or signal someone nearby and ask them to call 911. Stay with the victim, offer comfort and protection until a medical team arrives.
- Obtain answers to the questions who, what, where, when, why and how
- Notify JCEL staff

Hotel Incubator Office Space/Richard Ott Innovation Zone

Refer to Schedule A – Rent and Other Charges.

Hotel Incubator Light Assembly Space

Unimproved Light Assembly Space is available as described in Schedule A. Any modifications a tenant proposes to make to Light Assembly Space must be approved in advance by an authorized member of the JCEL staff.

Conference Room Usage

Conference room rates are listed in Schedule A. Tenant must clear all surfaces, wipe up any spills and return the conference room to its normal arrangement at the end of each use. Tenant is responsible for any and all damages incurred or cleanings required resulting from their conference room usage. Conference room scheduling can be made at the Incubator reception desk. Food and beverage is permitted upon Incubator approval.

Mail Service and Deliveries

Tenant will be provided with a mailbox which will be used for the distribution of mail, messages, package slips and faxes. Package delivery will be made to the JCEL reception area, with a note being placed in Tenant's mailbox to pick up the package during normal business hours. Tenants are responsible for obtaining their mail from their box on a weekly basis. For large items, JCEL staff will authorize delivery to Tenant space if Tenant is in occupancy. Otherwise, Tenant must arrange for articles to be transported from administration area to Tenant space. This service does not permit Tenant to have bulky, heavy or high volume shipments forwarded to the Incubator without JCEL approval. JCEL is not responsible for lost or stolen mail or deliveries. All outgoing mail, with appropriate postage, should be placed in the outgoing mail box located at the Incubator reception desk by 8:30 a.m. for same day forwarding.

Alterations to Space, Windows

Zone tenants are not permitted to alter the permanent physical structure of their space. Window treatments are to remain as found, and are standardized throughout the Incubator. Tenant is not allowed to move any furnishings from one space to another or to add any furnishings to the space without the express written permission of JCEL. Heating and cooling controls will be set and controlled by JCEL staff. Tenant is expressly prohibited from tampering with any control devices. Tenant must clear all surfaces, wipe up any spills and return the space to its normal arrangement at the end of each use.

Ethical and Responsible Use of Computer Resources

The resources of the computer resources in the Incubator are provided to tenants to assist in business development. Tenants are not to resell JCEL Internet Access (Internet) or otherwise charge others to use Internet. Internet is to be used solely by Tenant and Tenant's employees for general office use. Tenant is not to use Internet for operation as an Internet Service Provider, a server site for E-Mail hosting, mass mailing, "web hosting" or other similar applications, unless solely for the internal use and benefit of the Tenant. Illegal or improper use of computer resources includes the following. Break-ins: Attempting to access any computer resources for which you have not been granted permission is not permitted (resources include computer

systems and other users' accounts, files, data and e-mail). Theft: Copying licensed software for use on personally owned computers or elsewhere is not permitted. Software piracy is a felony. Making unauthorized copies of any copyrighted material (i.e. software, graphics, audio and video recordings) is not permitted. Forging, Password Sharing, Password Stealing: Allowing another person to use your computer identity is not permitted. Do not give your password to anyone. Attempting to determine another person's password through cracking, decryption, interception or other means is not permitted. Sending e-mail using an identity other than your own is not permitted. Annoyance and Harassment: Distribution of electronic chain letters is not permitted. Abusing, harassing, or invading the privacy of an individual by electronic means is not permitted. This includes the repeated sending of unwanted e-mail. Offensive Material: Avoid using screen displays that may be offensive to other tenants.

Janitorial Services/Trash Removal

Incubator will provide all janitorial and cleaning services for the common areas. Common areas include the Reception Area, MeadWestvaco Resource Center, Conference Rooms, Richard Ott Innovation Zone and public corridors and restrooms. Tenant is responsible for trash removal within Dedicated space. Incubator will provide a common trash bin on the west side of the building for standard garbage pick-up.

Signage

A directory of Incubator tenants is provided on the first floor. Non-permanent Tenant logo signage is permitted within Tenant space only. Signage on the exterior of the building is not permitted.

Move-in Procedures

Prior to any move-in/move-out, Tenant shall notify JCEL staff in writing of the dates and times that the move shall occur. Tenant is responsible for any damage to Incubator that occurs during move in or move out. JCEL takes no responsibility for receipt of or damage to Tenant furniture, equipment, materials, etc. If needed or requested by Tenant, JCEL staff will be in attendance during the move-in/move-out to ensure that the move is coordinated and that adequate protection to the building is maintained throughout the move. A Tenant representative must be available during the entire move to supervise the move and sign the work order at the end of the move.

Tenant Billing

At the time of signing the Agreement Tenant shall pay the start up fee, the security deposit and all charges for Facilities reserved by Tenant through Tenant's first full calendar month of occupancy. JCEL will invoice Tenant on the 15th of each month for the charges for the Facilities Tenant has reserved for the following month plus any service charges accrued as of the time of the invoice such as for printing, faxing or copying; tenant statements are prepared and distributed via placement in Tenant mailbox at Incubator. Payment is due by the first day of the calendar month following the date of the invoice. In the event payment is not made by the fifth of the month, Tenant shall pay a late charge equal to ten (10)% of the invoice.

Charges for conference rooms is payable at the time of reservation. Returned checks will be subject to a \$50 service charge and may be grounds for termination of Tenant privileges.

Signatures

I, _____
[print name(s)] have received, read and understand the above terms and conditions as outlined in
this tenant manual on behalf of _____ (print business name) and
agree to abide by them during my tenancy within the Incubator.

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Witness (JCEL)

Person: _____ Date: _____