



TOWER

# TENANT GUIDE

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## I. MOVE-IN INFORMATION

In preparation for your move to SPS Tower we have included the following checklist of forms and other information required by the Management Office. These forms, as well as other forms you will need over the life of your tenancy, can be found in Section VII of this manual.

When using forms, please keep one copy for you and return the original to the Management Office.

It is required that you complete the following forms and return them to the Management Office at least two weeks prior to your scheduled move-in. If you have any questions, please contact the Management Office at 612-332-3534.

### FORMS TO COMPLETE PRIOR TO MOVE-IN

- A. Tenant Contact Information
- B. Tenant Moving Day Information
- C. Access Card Request
- D. Door Sign Order Form
- E. Spotlight Questionnaire
- F. After-hours Access/HVAC/Parking Request Form
- G. Tenant Bicycle Parking Agreement
- H. Fitness Center Waiver



## ***Pertinent Information for Your Move-In***

### **MOVING INSURANCE**

When moving into SPS Tower your moving company will be required to provide a Certificate of Insurance with coverage for General Liability, Worker's Compensation and Auto Liability as specified on attached Exhibit A, "Insurance Requirements".

**USPO Minneapolis, LLC, Sumitomo Corporation of Americas and Equity Transwestern, LLC.,** are to be named as additional insured's and as the Certificate holder. An Additional Insured Endorsement (Form B, see attached exhibit A) must be provided as part of but separate from the Certificate in order for it to be acceptable.

For your convenience, a sample Endorsement form is attached.

Once completed, the insurance information may be faxed to 925-774-2004 attention: General Manager.

Please mail the original to:

**SPS Tower  
333 South Seventh Street  
Suite 250  
Minneapolis, MN 55402**

### **MOVE-IN HOURS**

We request that your move be scheduled after 6:00 p.m. Monday through Friday, or anytime on Saturday and Sunday.

### **FREIGHT ELEVATOR**

The building is equipped with one freight elevator. This elevator will be made available for use during your move-in. Please contact the Management Office & Building Security in advance to schedule use of the freight elevator.

The dimensions of the freight elevator are 6'10"" deep x 6'2" wide x 10' high. The door is 4' wide x 8'6" high.



### ***Pertinent Information for Your Move-In (Continued)***

#### **MINNEAPOLIS BUSINESS USE & OCCUPANCY PERMIT:**

Most businesses are not required to have a license in Minneapolis; however, each tenant is required to have a Use and Occupancy permit. This permit may be obtained from the Minneapolis Department of Building and Safety.

Minneapolis Department of Building and Safety  
350 South Fifth Street  
Minneapolis, MN 55415  
612-673-2327

**CENTURYLINK:** (800) 244-1111

#### **MINNEAPOLIS POST OFFICE:**

100 South First Street  
Minneapolis, MN 55402  
612-349-4715





### **Move-In Checklist**

Please refer to the following checklist, provided for your convenience, to ensure a smooth transition to your new offices.

- ☐ Order new stationary, envelopes and business cards with new address and numbers
- ☐ Contact the Telephone Company to regarding installation of phone service to your suite.  
(Centurylink, 800-244-1111)
- ☐ Notify the post office of your change of address
- ☐ Send a change of address card or note to clients, vendors and friends
- ☐ Complete required forms, keep a copy for yourself and return the original to the Management Office.
- ☐ Furnish your moving company with a copy of the Moving Company Guidelines included in this manual.



## II. MANAGEMENT OFFICE INFORMATION

### IMPORTANT NUMBERS

#### Management Office:

333 South Seventh Street, Suite 250  
Minneapolis, MN 55402  
612-673-6755  
925-357-2004 Fax

#### Security:

612-673-6754

### BUSINESS HOURS & HOLIDAYS

#### Office Hours:

Monday – Friday  
8:00 AM – 5:00 PM

#### Management Office Holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### BUILDING HOURS

#### Building Standard Hours:

8:00 a.m. – 5:00 p.m.  
8:00 a.m. - 12:00 p.m.

Monday - Friday  
Saturday

### MANAGEMENT STAFF

#### Management Office Staff:

Bob Traeger  
Melissa Johannes  
Umberto Rivera  
Nicolle Toth  
Bruce Anderson

General Manager & VP  
Senior Real Estate Accountant  
Chief Building Engineer  
Experience Director  
Asst. Chief Building Engineer



## III. BUILDING OPERATIONS

### BUILDING SECURITY: SECURITY MANAGER & SECURITY GUARDS

#### **Security Hours**

24 Hours  
365 Days

#### **Security Phone Number**

612-673-6754

A security attendant is provided on a 24-hour basis, 7 days a week.

#### **After-Hours Security**

All **after-hours** security assistance calls should be directed to 612-673-6754

#### **Access Card Request**

At move-in, tenants are required to complete the **Access Card Request Form** so that cards for access to the building and after-hours access can be issued for each employee. This form may also be used any time a new employee is hired, a keycard is lost, or the access status of an employee changes. Please note that this form includes an "Authorized Signature" block which must be signed and dated by your authorized representative in order for us to process your request.

#### **After-Hours Sign In/Out**

All persons entering and leaving the building during non-business hours are asked to sign in and out on the form provided at the security console. The Security Officers have been instructed to admit only those individuals who have been authorized for after-hours access. Persons requesting after-hours access should complete the **After-Hours Access Request Form** (found in Section VII of this manual.)

#### **After-Hours HVAC**

Persons seeking after-hours HVAC need to send written notification to the Management Office. Your company will be billed accordingly each month.

### **GENERAL SAFETY GUIDELINES**

For your safety, your cooperation is asked in observing the following building safety guidelines:



1. Notify Building Security of loiterers or suspicious persons in corridors or restrooms.
2. Turn away all solicitors and report solicitors to Building Security.
3. Always lock your suite when there is no one in the office –even if you have just stepped out for a quick moment.
4. Always remember to take your suite keys and building access card with you when you leave the premises.
5. Keep corridor doors closed at all times.
6. Do not leave personal valuables unguarded in reception areas, on desktops or in unlocked drawers.
7. Refrain from using the stairways when alone except in emergency situations.
8. Request a security escort to your car if you leave the building after dark.
9. Notify the police and Building Security of any crimes.
10. Collect keys and building access cards from employees who have resigned or have been terminated from your firm.
11. Copy and distribute these general guidelines to your entire office staff.

### **BUILDING MAINTENANCE**

Building Engineers are on duty Monday through Friday during normal business hours. They are here to maintain building operations and to provide standard building maintenance. A designated office contact should be the person to place all maintenance requests.

#### **General Maintenance Requests**

Please have your Office Manager fill out a work order on the Angus work order system of any maintenance or repair requests, or requests requiring immediate attention (i.e. lights, temperature control, etc.) We will have a building day porter, or a building engineer assist you as soon as possible.

When requesting Maintenance, please be prepared to provide the following information:

1. Your name, company name and suite number
2. Contact phone number
3. Clearly identify the nature and location of the problem

### **JANITORIAL SERVICE**

Janitorial service is provided Monday-Friday during normal business hours. Routine office cleaning includes vacuuming, dusting and emptying wastebaskets. Service to your suite will commence on the first regular service day after your move-in unless you have requested otherwise.





As a reminder, please do not place any object near or against trash receptacles if the material is not to be thrown away. For your convenience, trash stickers are available in the Management Office to designate boxes or other items for disposal.

Please note that the janitorial crew will NOT dust any computer equipment, including terminals, hard drives or keyboards; nor will they vacuum or dust near computer cables or wires. This is for your protection to avoid disrupting any sensitive computer equipment.

### **Special Requests**

If you have any special requests or require emergency janitorial assistance, please direct your request to:

**SPS TOWER MANAGEMENT OFFICE: 612-673-6755**

### **DAYPORTERS**

Day porters are on duty during normal business hours to keep the lobbies, corridors, restrooms and building perimeter clean during working hours. If you observe a janitorial problem in any of these areas or otherwise, please call our office so that we may immediately dispatch a day porter.

**SPS TOWER MANAGEMENT OFFICE: 612-673-6755**

### **PARKING**

IMPARK manages our parking ramp. If there are any questions or problems with regards to parking, please contact:

**SPS TOWER MANAGEMENT OFFICE: 612-673-6755**

**IMPARK PARKING: 612-341-8000**

### **Visitor & Short-Term Parking**

Designated stalls for visitor and short-term parking are clearly marked. Please remind your staff not to use these spaces for daily parking and remind your visitors of the designated time limit.

### **Handicap Spaces**

Parking stalls reserved for handicapped individuals are clearly marked. As a reminder, do not park in these spaces unless you have a valid handicapped license.

### **Parking Guidelines & Reminders**

To ensure the safety and proper use of our parking ramp please adhere to the following guidelines:

1. Phone the Management Office if you observe any hazards in the parking areas.



2. Remember to always lock your vehicle and remove any valuables including cellular phones. The SPS Tower management office, Transwestern, and REEF are not responsible for any damages to or theft from your vehicle.
3. Please be considerate and ask your guests to be considerate of short-term parking restrictions.
4. Please observe all directional, speed limit and stop signs throughout the parking area.
5. Do not park illegally or in fire lanes. Cars parked in these areas are subject to citation and/or towing.
6. Overnight parking is not normally permitted. Please notify the Management Office as well as the parking attendants if it is necessary to park your car overnight.
7. Trailers and towed vehicles are not permitted in the parking areas.
8. Handicapped spaces are reserved for disabled persons only. Cars illegally parked in these areas are subject to citation and/or towing.
9. All vehicles must be parked in designated stalls and may occupy only one space.

### **VENDOR REGULATIONS**

When arranging for services provided by an outside vendor for work in individual office suites, tenants and their vendors are asked to please comply with the following guidelines:

- Inform the Management Office at 612-673-6755
- A vendor shall be permitted access to the building only pursuant to the request of the tenant and only for the purpose of direct deliveries to the specified suite.
- Tenants outside vendors are allowed access to the building during normal business hours. Vendors requiring after-hours access will only be admitted if tenant has completed a **Visitor Access Request Form** (found in Section VII of this Manual).
- Vendors may not solicit work from other tenants in the building.
- Vendor must provide a Certificate of Insurance covering General Liability, Worker's Compensation and Auto Liability in the amount of one million dollars.

USPO Minneapolis, LLC, Sumitomo Corporation of Americas and Equity Transwestern, LLC., must be named as Additional Insureds and Certificate Holder. An **Additional Insured Endorsement Form** (found in Section VII of this Manual) must be included as part of, but separate from, the Certificate of Insurance in order for it to be acceptable. Please mail the original copy to:



**SPS Tower**  
**333 South Seventh Street, Suite 250**  
**Minneapolis, MN 55402**

If you have any questions regarding the above requirements, please feel free to call the Management Office.

### **RENT PAYMENT INFORMATION**

Rent payments are due according to the terms set forth in your lease agreement. All rent payments should be mailed to:

**USPO MINNEAPOLIS, LLC**  
**PO BOX 30853**  
**Tampa, FL 33630**

Please make your checks payable to **USPO MINNEAPOLIS, LLC**. The return address will appear on the remittance portion of the rent statement. It is important that this remittance portion accompany your check. This will ensure the proper crediting to your account.

Other important points of reference to ensure the proper processing of your check:

- Please include the lease identification number on your check.
- Indicate the amount being paid and the check number on the remittance.
- Notify the Management Office in writing of any billing address changes.

If you have any questions, please do not hesitate to call the Management Office at 612-673-6755

### **MAIL & OTHER DELIVERIES**

#### **Incoming Mail**

All incoming mail should be addressed as follows:

Tenant Name  
333 South Seventh Street  
Tenant Suite Number  
City, State and Zip



Please notify all client and other business associates of your proper mailing address.

### **Pick-Up/Delivery Hours**

Mail delivery is provided directly to your office Monday through Friday. The building mailroom is located on the loading dock. A mail bin is located near the freight elevator on ground floor. Outgoing mail is picked up at 1:30 p.m. and 5:00 p.m.

### **Express Mail Service**

Federal Express and UPS boxes are in the south service corridor near the freight elevator.

### **Oversized Deliveries (Loading Dock)**

All oversized deliveries should be made via the building's loading dock.

It is necessary to make prior arrangements for all vehicles entering the loading dock for delivery. This is done by indicating the desire to use the loading dock on the **Visitor Access Request Form** (found in Section VII of this manual). The loading dock may be used for a maximum of 15 minutes unless previously approved.

### **Recycling**

Recycling is top of mind every day at SPS Tower. The Management Office is eager to ensure we all do our part. With that in mind, we have established a convenient recycling program in the building.

The recycling program at SPS Tower includes mixed paper, cans, glass, newspaper, cardboard, batteries, and computers.

All recyclables will go into the standard size wastebasket and the trash (candy wrappers, lunch bags, food waste) will go into the sidecar. The cleaning crew will empty these containers each evening.

An intermediate container is available for recycling paper. We will also provide an intermediate container if your office chooses to recycle cans, plastic bottles (without lids) and glass. There will not be a recycle container for cans at each desk. Individuals choosing to recycle cans, will need to walk to the intermediate container to dispose of the can. To recycle newspapers, simply stack them in a cardboard box. The cleaning crew empties these intermediate containers on an as needed basis.

Labels will be placed on all containers to eliminate confusion of what goes where. There is no charge for the containers or the labels.

Battery recycling is available through the Management Office. Simply deliver used batteries to the Management Office for recycling. Computers will be recycled as required, please contact the Management Office for more information. 612-673-6755.

### **SMOKING**



SPS Tower is committed to providing its employees with a smoke-free work environment to protect the health, welfare and comfort of building occupants from the adverse effects of tobacco smoke from cigarettes, cigars and pipes. SPS Tower also aims to prevent or minimize the exposure of building occupants, indoor surfaces and systems to Environmental Tobacco Smoke (ETS). The intent of this policy is to avoid conflict between smoking and non-smoking employees and ensure accommodations for nonsmokers' preferences.

Smoking is prohibited within all Transwestern owned and/or managed buildings and within 25 feet of any building entry, outdoor air intake or operable window. This includes all meeting rooms, computer operation rooms, classrooms, offices, hallways, elevators, café, public or reception areas, restrooms, corridors, parking garage and other common-access areas.

As a courtesy to non-smokers and all guests to our buildings, we ask that you please adhere to the following guidelines:

- Please use the smoking urns provided for disposal of ashes and cigarette butts.
- Do not discard of cigarette waste on walkways, planters or building landscaping.

## **INDOOR AIR QUALITY**

Indoor air quality is a key concern of SPS Tower Management. Our goal is to provide an environment that is healthy, comfortable, and productive. If at any time a tenant feels their air quality is less than desirable, they are encouraged to contact the Management Office. Using the EPA's 8-step Building Air Quality Action Plan, we will thoroughly investigate the problem and that the necessary steps to correct the problem.

Please see the attached Building Air Quality Action Plan Verification Checklist located in the back of this manual. The entire Building Air Quality Action Plan is kept on file in the Management Office.

## **SOLICITORS**

SPS Tower has adopted a "No Solicitors" policy. Please notify the Management Office at 612-673-6755 of any solicitors on the premises.



## IV. BUILDING RULES & REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations:

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or window of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant.
2. Your lease outlines the number of keys furnished for each Tenant. Any additional keys required by Tenant must be obtained from the Management Office at a reasonable cost to be established by Landlord.
3. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises, unless electrical holdbacks have been installed.
4. Landlord reserves the right to close and keep locked all entrance and exit doors during hours when the Building is closed. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the building. Any tenant, its employees, agents or any other person entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register when so doing. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged a pass for access to the Building. The Landlord and his agents 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. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of same by any means it deems appropriate for the safety and protection of life and property.
5. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.
6. No furniture, freight, packages, supplies, equipment or merchandise will be brought into or removed from the Building or carried up or down in the elevators, except upon prior notice to the Building Security & the Management Office, and in such manner, in such specific elevator, and between such hours as shall be designated by Landlord. Tenant shall provide the Management Office with not less than 24 hours prior notice of the need to utilize an elevator for any such purpose, so as to provide Landlord with a reasonable period to schedule such use and to install such padding or take such other actions or prescribe such procedures as are appropriate to protect against damage to the





elevators or other parts of the Building. In no event shall Tenant's use of the elevators for any such purpose be permitted during the building's prescribed business hours.

7. Landlord shall have the right to control and operate the public portions of the Building, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable buildings in the vicinity of the Building.
8. The requirements of Tenant will be attended to only upon application at the office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instruction from Landlord.
9. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate with Landlord or Landlord's agents to prevent same.
10. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein.
11. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent.
12. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.
13. Tenant shall not use or keep in or on the Premises of the Building any kerosene, gasoline or other inflammable or combustible fluid or material.
14. Tenant shall not use any method of heating or air conditioning other than that which is supplied by Landlord, without the prior written consent of Landlord.
15. Tenant shall not use, keep, or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other Tenants or those having business therein.
16. Tenant shall not bring into or keep within the Building or the Premises any animals, birds, or any vehicles including bicycles.
17. Cooking shall not be done or permitted by any tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, laboratory-approved equipment and microwave ovens may be used on the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other Tenants.



18. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
19. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.
20. Tenant, its employees and agents shall not loiter in the entrances or corridors, nor in any way obstruct the sidewalks, lobby, halls, stairways or elevators, and shall use the same only as a means of ingress and egress for the Premises.
21. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. This includes the closing of exterior blinds, disallowing the sunrays to shine directly into areas adjacent to exterior windows.
22. Tenant shall store all trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Building is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes at such times, as Landlord shall designate.
23. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
24. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed, when the Premises are not occupied.
25. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants. This shall not prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all tenants of the Buildings.
26. No awnings or other projects shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without prior written consent of Landlord. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.
27. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways and other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.
28. The washing and/or detailing of or, the installation of windshields, radios, telephones in or general work on, automobiles shall not be allowed on the Premises.



29. Food vendors shall be allowed in the Building upon receipt of a written request from the Tenant. The food vendor shall service only the tenants that have a written request on file in the Management Office. Under no circumstance shall the food vendor display their products in a public or common area including corridors and elevator lobbies. Any failure to comply with this rule shall result in immediate permanent withdrawal of the vendor from the Building.
30. Tenant must comply with requests by the Landlord concerning informing their employees of items of importance to the Landlord.
31. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the Management, safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants. Landlord shall not be responsible to Tenant or to any other person for the non-observance of the Rules and Regulations and Tenant shall agree to abide by these rules as a condition of its occupancy of the Premises.



## V. BUILDING & AREA AMENITIES

### BUILDING AMENITIES & SERVICES

- New Look Car Wash
- Barkalow's Too & Coffee
- Fitness Center
- SPS Tower Conference Center
- Concierge
- The Turf Club
- The Green

### AREA AMENITIES & SERVICES

There are a multitude of restaurants, hotels and service providers located in the area nearby. For a general introduction to area amenities and services, please request the most updated information from the Concierge.

## VI. EMERGENCY PROCEDURES

### OVERVIEW

The Ownership and Management of SPS Tower take Fire and Life Safety very seriously. Our objective is to provide our tenants with a safe and comfortable working environment.

While the Fire/Life Safety Systems in the building are engineered to ensure the safety of all occupants in the building in the event of a fire, it is important that all individuals working in the building understand the building's emergency procedures. However, each emergency is unique and sometimes the recommended procedures may not be suitable for all conditions that arise. Therefore, common sense should always be the primary element of any emergency procedure.

Please take the time to familiarize your entire staff with these procedures. If you have any questions regarding these procedures or any of the Fire & Life Safety systems in place in SPS Tower, please contact the Management Office at 612-673-6755

### EMERGENCY PHONE NUMBERS

Emergency: 911

Fire Department: 612-348-2345



Police Department: 612-348-2345

Management Office: 612-673-6755

After-Hours Emergencies-Building Security: 612-673-6754

## **FLOOR EMERGENCY RESPONSE TEAM**

All SPS Tower Tenants are required to assign an Emergency Response Team for their office. This team is responsible for overseeing evacuation procedures during an emergency.

This **Emergency Response Team consists of 4 members and 4 alternates**. The team members include the Fire Warden, Stairwell Monitor, Searcher and Assistance Monitor. Please note that multi-floor tenants should assign an Emergency Response Team for each floor they occupy. Also, smaller tenants may not require a 4-person response team. Please discuss your individual company needs when assigning team members.

The **Fire Warden** is responsible for overseeing the evacuation, making sure all other team members are properly trained, training fellow employees and designating a Safe Refuge Area outside the building.

The **Stairwell Monitor** is responsible for directing employees to the nearest safe stairwell.

**Searchers** are responsible for checking the office to make sure all occupants have safely evacuated the area.

**Assistance Monitor** will maintain a list of employees requiring assistance and help them to the stairwells during an emergency. They will also notify their Fire Warden of the location and the person they are assisting.

## **EMERGENCY PROCEDURES**

### **1. FIRE**

#### **IF A FIRE IS DISCOVERED INSIDE YOUR SUITE**

1. Advise others and move everyone away from the fire
2. Confine the fire by closing all doors in the area
3. Notify the Fire Department (911) and provide the following information:



- Building Name (SPS Tower)
- Building Address (333 South Seventh Street)
- Nearest Cross Street (3<sup>rd</sup> Avenue)
- Suite Number or Exact Location of Fire
- Your call back number

NOTE: Do not hang up until the Emergency Operator does so.

4. Notify Building Security at 612-673-6754.

5. Attempt to extinguish the fire only under the following conditions:

- If the fire is small and can easily be extinguished.
- You are familiar with the operation of an extinguisher, and it can be done safely.
- You have someone with you.
- You have your back facing an exit.

6. Proceed to the nearest exit to evacuate. Exit via stairwells; do not use the elevators.

7. Once outside the building, move to the predetermined safe refuge area away from the building and Fire Department operations.

**NOTE:** FIRES NEED FUEL, HEAT AND OXYGEN TO SURVIVE. YOU CAN REDUCE OR EXTINGUISH FIRE BY REMOVING ANY ONE OF THESE ELEMENTS. FOR EXAMPLE, CLOSE DOORS AND USE EXTINGUISHER TO REDUCE OXYGEN, THROW WATER ON THE FIRE TO REDUCE HEAT, AND ELIMINATE FUEL SOURCES BY REMOVING NEARBY PAPER, PLASTICS, AND OTHER FLAMMABLES.

**IF A FIRE IS DISCOVERED OUTSIDE OF YOUR SUITE:**

If you are in your suite, smoke or heat is evident in the corridor, and you are not able to exit, proceed as follows:

1. Call 911 and provide the following information:

- SPS Tower
- Building Address (333 South Seventh Street)
- Nearest Cross Street (3<sup>rd</sup> Avenue)
- Suite Number or Exact Location of Fire
- Your call back number

NOTE: Do not hang up until the Emergency Operator does so.

2. Call the Building Security at 612-673-6754





- Report your building number, floor and suite number.
- 3. FEEL THE DOOR. If it is hot or warm, DO NOT OPEN IT!
- 4. CLOSE AS MANY DOORS AS POSSIBLE BETWEEN YOU AND THE FIRE.
- 5. IF SMOKE ENTERS YOUR SUITE FROM BENEATH THE DOOR, seal the area with a fire blanket, wet towel or other mist material.
- 6. IF SMOKE IN YOUR SUITE BECOMES UNBEARABLE, break a window for additional oxygen.
- 7. IF YOUR TELEPHONE STOPS WORKING, display brightly colored material from the window. Wave it to make it more visible to rescuers.
- 8. DO NOT JUMP!

#### **FIRE PREVENTION REMINDERS**

1. Post Emergency Phone Numbers for all employees.
2. Make sure all employees are aware of the location of fire extinguishers and are familiar with how an extinguisher operates.
3. In a fire or other emergency, follow the instruction of your designated Floor Warden and other Emergency Personnel.
4. Never use the elevators.
5. While it is usually advised to go downward in a building during a fire, there are occasions when it may be necessary to go to an upper floor or the roof. For example, if smoke enters the stairwell, you may be driven upwards toward cleaner air.
6. If you encounter smoke, get down on your hands and knees. Air is cleaner and cooler near the floor. Crawl to the nearest stairwell and exit if it is safe to do so.
7. Few people are burned to death in fires. Most fire-related deaths are the result of smoke inhalation, poisonous gas or panic. Panic can be avoided by being well prepared for an emergency. Learn all the emergency procedures as if they were second nature.

#### **FIRE PREVENTION TIPS**

1. Replace any electrical cord that has cracked insulation or a broken connector.



2. Do not pinch electrical cords under or behind furniture.
3. Do not run electrical extension cords under chair mats or across doorways where they can be stepped on or chaffed. Extension cords should be no longer than 6' for long term use.
4. Leave space for air to circulate around heaters and other heat-producing equipment such as copiers and computer terminals.
5. Turn off or unplug all appliances, including coffee makers and hot plates at the end of each workday.
6. Keep exits, storage areas and stairways free from waste paper, empty boxes, dirty rags and other fire hazards.
7. Know the locations of fire extinguishers in the building and your work area.
8. Remove trash on a regular basis.
9. Close all doors after working hours.
10. Discard all flammable liquids.
11. Observe the building's NO SMOKING policies. Never throw matches or cigarette butts into waste containers (inside or outside of building).

## **FIRE EXTINGUISHER LOCATION & BASIC OPERATION**

Following is a list of fire extinguisher locations for you floors:

### **Located inside stairwells**

All extinguishers in the buildings may be used on fires originating from wood, paper, plastic, grease, oil and electricity.

### **Operating a Fire Extinguisher:**

- To open the cabinet, turn the handle and pull open.
- Remember the "P-A-S-S" method for effective fire extinguisher use:
  - P** – Pull the safety pin. This is usually the pin with a string attached.
  - A** – Aim the hose, nozzle or horn at the base of the fire.
  - S** – Squeeze the trigger handle



**S** – Sweep from side to side and watch for the re-flash of the fire.

**NOTE:** ALWAYS MAINTAIN A THREE-FOOT CLEARANCE AREA AROUND FIRE EQUIPMENT. ONCE THE EQUIPMENT HAS BEEN USED, DO NOT TRY TO RE-HANG IT, EVEN FOR A FEW SECONDS. USED EXTINGUISHER'S SHOULD BE SERVICED IMMEDIATELY!

## 2. TORNADOS

### Tornado Preparedness

The following **SUPPLIES** will be necessary to protect and sustain your employees in the event that a tornado leaves you temporarily stranded in the office building:

- ❑ **Food** – stock your office with non-perishable and easy-to-store food products such as dehydrated foods and food bars.
- ❑ **Water** – keep at least a three-day supply of purified water. It is recommended that you stock two quarts of water per day, per employee.
- ❑ **Emergency Lighting** – flashlights, flares, light sticks.
- ❑ **Batteries** – keep a fresh supply
- ❑ **Medical** – keep a well-stocked First Aid Kit. Choose kits designed to treat tornado-related injuries such as heavy bleeding, shock and broken bones.
- ❑ **Blankets** – lightweight fire and shock retardant emergency blankets.
- ❑ **Radios** – portable transistor radios with extra batteries and two-way radios.
- ❑ **Fire Extinguisher**
- ❑ **Medications** – persons on medication should keep a 72-hour supply in their desk.

### Additional Supplies to Consider

- ❑ Heavy work gloves
- ❑ Hard Hats & Goggles
- ❑ Work shoes
- ❑ Generator
- ❑ Shovels, crowbars
- ❑ Catalytic heater
- ❑ Dust masks
- ❑ Chemical toilets, waste bags, lime



- ❑ Water purification tablets
- ❑ Sleeping bags & Cots
- ❑ Portable stove
- ❑ Eating utensils
- ❑ Instant ice pack
- ❑ Pre-moistened towelettes

There are two designations placed on a Tornado: a **WATCH** and a **WARNING**. A Tornado **WATCH** indicates weather conditions are right for a tornado. A Tornado **WARNING** indicates that a tornado has been sighted in the immediate area.

### IN THE EVENT OF A TORNADO WATCH

1. Whoever is made aware of the threatening weather should notify the office manager, designated Floor Warden and the Building Security at 612-673-6754.
2. Floor Warden or office managers should alert all staff of the watch.
3. Once you have been notified of the watch, please do the following:
  - Immediately close the blinds in your office
  - Once this is accomplished, stay away from the windows
  - Remain at your normal work station
  - Tune in any battery operated radios to a station with weather updates (WCCO-830 AM)
  - If possible, you should remain in the building until the weather has cleared

### IN THE EVENT OF A TORNADO WARNING

1. Move away from the perimeter of the building (windowed areas) toward the center of the building and close the doors behind you.
2. Floor Wardens and other emergency personnel will direct you towards corridors, stairwells and elevator lobbies.
3. Do not exit these designated areas or use elevators.
4. Protect yourself by placing your head close to your knees and covering your neck with your hands.
5. If you cannot reach a corridor or lobby in time, the next safest place is under a desk, table or chair.



6. Remain in the designated area until an announcement has been made by designated emergency personnel or building management that it is safe to return to your work station.
7. Once everyone has returned to their workstation, emergency personnel should assist Building Management in accounting for all employees.
8. If anyone has been injured, designated emergency personnel should assist where possible and follow the Medical Emergency Procedures outlined in this Manual.
9. If any portion of your offices or surrounding building areas have been damaged, please notify building management immediately.

### 3. EXPLOSIONS

If an explosion occurs, please adhere to the following procedures:

1. IMMEDIATELY report the explosion to the Building Security at 612-673-6754. Remain calm and provide the following information:
  - Your name, location (building and suite number) and phone number.
  - Your company name.
  - Exact location of explosion.
  - Cause (if known) of explosion.
  - Extent of casualties, and number and type of injuries.
  - Whether explosion caused fire and if so, location of fire.
2. Evacuate all persons from the area if necessary.

The Building Security at 612-673-6754 will immediately contact the Fire and Police Departments and will dispatch emergency personnel to the scene.

### 4. MEDICAL EMERGENCIES

Should a medical emergency situation develop which requires immediate intervention by trained personnel, proceed as follows:

1. Call 911. Reassure the injured person that help is on the way. Remain calm and provide the following information:
  - Nature of medical emergency.
  - SPS Tower and address, instruct dispatcher to enter via the 4<sup>th</sup> Avenue entrance.
  - Exact location and name of sick or injured person.

**NOTE:** Do not hang up until the emergency operator does so.



2. Call the Building Security at 612-673-6754.

Provide the following information:

- Your name and company name
  - Nature of medical emergency
  - Exact location and name of sick or injured person
  - Whether or not you have called for trained assistance
  - A number where you can be reached
- 3. Direct any on-lookers away from the area of the injured person. Clear the area of any objects that might impede the rescue or interfere with emergency personnel.
- 4. Remain with the victim. DO NOT move the victim unless there is immediate danger of further injury. Keep the victim comfortable and warm.
- 5. Designate a responsible person to do the following:
  - Wait at the building's main entrance for medical personnel. When they arrive, direct them to the injured person. Whenever possible, have an elevator standing for the rescue team.

**NOTE:** CPR training and first aid courses are available through your local American Red Cross and are sometimes offered through the Management Office. All occupants are encouraged to participate.

## 5. BOMB THREATS

Bomb threats should always be taken seriously. Anyone can receive a bomb threat and all building occupants should be prepared.

### Telephone Bomb Threats

1. The person receiving the call should try to get as much information as possible from the caller and should WRITE OUT THE MESSAGE EXACTLY AS RECEIVED FROM THE CALLER.
2. LISTEN CAREFULLY. You may be able to help authorities identify the caller, his location, or the location of the explosive by his comments, vocal characteristics and any background noise.
3. Keep the caller on the phone for as long as possible. Ask the caller to repeat the message.
4. Obtain as much information from the caller as possible such as location of bomb, time of detonation, appearance of bomb, and callers' reason for planting the bomb (please see the **Bomb Threat Questionnaire** found in section VII of this manual).
5. Remind the caller that the building is occupied and that the bomb might cause the deaths of innocent people.





6. Once the caller has hung up, immediately contact the Building Security at 612-673-6754 and provide the following information:
  - Your name
    - Your location (building and suite number)
    - Your phone number
    - Name of any other person who heard the threat
    - Name of any employee threatened by the caller and his/her work location
    - Time the bomb is to detonate if known
    - Location and description of the bomb if known
    - Any reason given for planting the bomb
    - Any other information received from the bomb threat perpetrator
7. Complete the Bomb Threat Questionnaire and provide it to management personnel as soon as possible after the call was received.

#### **Written Bomb Threats**

Upon receipt of a written bomb threat:

1. Immediately notify the Building Security at 612-673-6754
2. Do not destroy the note
3. Do not let others handle the note
4. Turn the note over to building management or emergency personnel

#### **Personal Receipt of Bomb Threats**

When a bomb threat is directed to a specific individual, he/she should immediately search his/her own workstation or office for unidentifiable or suspicious items. Please remember the following:

- Look for anything out of the ordinary or out of place.
- Look high and low – not just at eye level.
- Methodically search from one end of your work area to the other.

#### **Searching Your Suite for a Suspected Bomb**

Once a telephone or written bomb threat has been reported to the Building Security at 612-673-6754, occupants should search their suites for any suspicious packages. Following are some search guidelines:

- Do not rely on random searches in logical places.
- Explosives are concealed most easily in areas that have the easiest access
- Be aware of out of the ordinary articles that are foreign to the area.



- The bomb is likely to be packaged in a common container such as a shoe box, cigar box, a book, a grocery bag, an athletic bag, and airline bag, a suitcase or briefcase.
- Anything that does not belong, such as a book in the restroom, should be considered a suspicious object.
- When searching individual rooms/offices, start at the outside walls and move towards the center of the room.

**NOTE:** If a suspicious object is found, **DO NOT TOUCH IT**. Report the finding immediately to your designated emergency personnel and to building management.

### 6. Suspicious Packages

Upon the delivery of all packages always be aware and:

- Do not accept the contents of any container as bona fide simply because it was delivered in a routine manner.
- Do not assume that container marking and/or appearance is sole evidence of its content, identification or legitimacy.
- Be aware of packages with incorrect titles or those marked "Confidential" or "Personal".
- Do not open any suspicious package. Do not cut any cord, rope or wire on a suspicious package.

Be aware of the following signs that a package may include a bomb:

- Excessive postage
- No return address
- Excessive weight
- Incorrect titles
- Restrictive markings (such as "Confidential" or "Personal")
- Oily stains or discoloration

### Upon Receipt of a Suspicious Package

1. Do not allow anyone to handle the package.
2. Immediately call the Building Security at 612-673-6754

### SUSPECTED BOMB SAFETY PRECAUTIONS

The following safety precautions will acquaint all occupants with the dangers inherent in a bomb threat, bomb search, discovery and handling of all suspected bombs, or if you have any other reason to suspect a bomb is in the building.



While some of the precautions may seem elementary, do not dismiss them as unimportant. Adequate knowledge of these precautions may save your life as well as the lives of other persons working in or visiting the building.

1. If it is suspected that a bomb is in the building:
  - Do not use radio equipment to transmit messages
  - Do not change lighting conditions
  - Remove all flammables
2. Please make only necessary phone calls. Open phone lines are essential to effectively controlling the emergency.
3. If a suspected bomb is identified:
  - Do not touch it
  - Do not attempt to move or carry it
  - Remove all flammable from the area
4. During a bomb threat emergency, cooperate with all fire department instructions, including building evacuation.

## 7. EVACUATION

In the event of an emergency, it may become necessary to evacuate the office building. All Floor Response Team personnel as well as general personnel should be completely familiar with the following evacuation procedures.

- In an emergency situation, wait until management or designated Floor Response Team personnel indicated that it is safe and appropriate to evacuate the building.
- If you are directed to evacuate, closely follow the instructions of all Floor Response Team personnel including Floor Wardens, Buddies and Searchers.
- Do not exit via the elevators.
- Exit via stairwells.
- Familiarize yourself with the location of all stairwell exits; in the event a stairwell is blocked, proceed to an alternate stairwell.
- Use safe stairwell exit procedures including:
  - Remain calm and quiet
  - Remove high heeled shoes



- Exit in a single file and keep to the right using hand rails
- Move quickly, but do not run
- Assist those who may have trouble on the stairs or who have been injured
- Treat injuries on stairwell landings only and only when safe to do so

### **Evacuating the Injured**

If you are alone with an injured person who is unable to leave the area unassisted, you may find that a "blanket drag" will provide you with the means to remove the person from the hazardous area. The drag can also be accomplished with a coat. If you are unable to carry the person, the "blanket drag" may be your only means of moving the person out of danger.

To get the person onto the blanket, turn the person on his/her side and roll the blanket up, lengthwise, so that when you roll them over to the other side, you can open the blanket. Grasp the corners nearest the head of the injured and pull the person out of the area.

### **8. CIVIL DISTURBANCES**

Although riots and civil disturbances are rare, there is still a need for a planned course of action in the event a civil disturbance erupts. Should a disturbance start outside the building, Building Security will:

- Secure all building entrances.
- Notify the police.
- Notify the tenants.
- Prevent access to all suites.

In the event that a civil disturbance initiates inside the building:

- Make sure all occupants are in your office and lock your suite doors including the main entrance. Assign a responsible individual to stand by the entrance door with a key allowing authorized personnel only to enter and leave.
- Immediately notify the Building Security at 612-673-6754 and provide the following information:
  - Exact location of the disturbance, demonstrators and/or rioters
  - Approximate number of demonstrators or rioters
  - Your name, company name and call back number

### **4. POWER FAILURE**

In the event of a power failure SPS Tower is equipped with emergency systems which will provide power for emergency lighting, selected elevator service, life and safety security systems and water for the restrooms.



If you experience loss of power in your suite, immediately contact the Management Office. An engineer will be dispatched to assist in restoring power, if the entire building is affected, the Electric Utility Company will be contacted for assistance and building personnel will keep all tenants advised.

If the power failure occurs during daylight hours, open the blinds to utilize available sunlight. This should be avoided, however, in emergency situations where procedures call for closed blinds.

Following is a list of items that all tenants should keep on hand in case an emergency of any kind causes the loss of power:

- ❑ **Emergency Lighting** – flashlights, flares, light sticks.
- ❑ **Batteries** – keep a fresh supply
- ❑ **Blankets** – lightweight fire and shock retardant emergency blankets.
- ❑ **Radios** – portable transistor radios with extra batteries and two-way radios



## VII. FORMS

The following forms should be completed and returned to the Management Office two weeks prior to your scheduled move. Send an original, completed copy to the Management Office and retain one copy for your records. For replacement forms, please contact the Management Office at 612-332-3534.

- A. Tenant Contact Information
- B. Tenant Moving Day Information
- C. Access Card Request
- D. Door Sign Order Form
- E. Spotlight Questionnaire
- F. After-hours Access/HVAC/Parking Request Form
- G. Tenant Bicycle Parking Agreement
- H. Fitness Center Waiver





## **TENANT CONTACT INFORMATION**

Complete Company Name:\_\_\_\_\_

Type of Business:\_\_\_\_\_

Suite #:\_\_\_\_\_

Main/Reception Phone #:\_\_\_\_\_

### **After Hours-Emergency Contact #1:**

Name:\_\_\_\_\_

Work Phone:\_\_\_\_\_

Cell Phone:\_\_\_\_\_

Email:\_\_\_\_\_

### **After Hours-Emergency Contact #2:**

Name:\_\_\_\_\_

Work Phone:\_\_\_\_\_

Cell Phone:\_\_\_\_\_

Email:\_\_\_\_\_

### **Accounting Contact to Receive Rent Statements:**

Name:\_\_\_\_\_

Work Phone:\_\_\_\_\_

Cell Phone:\_\_\_\_\_

Email:\_\_\_\_\_

### **Tenant Manager for Angus Access and Emails:**

Name:\_\_\_\_\_

Work Phone:\_\_\_\_\_

Cell Phone:\_\_\_\_\_

Email:\_\_\_\_\_



## **TENANT MOVING DAY INFORMATION**

Tenant Name: \_\_\_\_\_

Tenant Move-In Coordinator: \_\_\_\_\_

Current Address: \_\_\_\_\_

Current Phone #: \_\_\_\_\_

Moving Date: \_\_\_\_\_

Moving Time: Start: \_\_\_\_\_ Completion: \_\_\_\_\_

Moving Company: \_\_\_\_\_

Moving Company Telephone: \_\_\_\_\_

Moving Company Supervisor: \_\_\_\_\_

Moving Company Contacted for Certificate of Insurance? Yes ☐ No ☐

Number of Movers: \_\_\_\_\_ Oversized Furniture or Equipment: \_\_\_\_\_

\_\_\_\_\_

Special Move-In Cleaning Requirements: \_\_\_\_\_

\_\_\_\_\_

Additional Security Requirements: \_\_\_\_\_

\_\_\_\_\_

Emergency Tenant Names and Phone Numbers During Move:

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_



## **ACCESS CARD REQUEST**

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Card Holder: \_\_\_\_\_ Suite/Floor: \_\_\_\_\_

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### **TYPE OF REQUEST (✓ one)**

New Card Holder: \_\_\_\_\_ Parking: \_\_\_\_\_

Remove Card Holder: \_\_\_\_\_ License #: \_\_\_\_\_

Name Change: \_\_\_\_\_ Make of Car: \_\_\_\_\_

From: \_\_\_\_\_ 24 Hours: \_\_\_\_\_

To: \_\_\_\_\_ HVAC: \_\_\_\_\_

**Authorized Individual:** \_\_\_\_\_

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Access Card Number: \_\_\_\_\_

Old Card Returned: \_\_\_\_\_

Parking Card Number: \_\_\_\_\_

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### **To Be Completed By the Management Office**

Building Authorization: \_\_\_\_\_

Request Processed: \_\_\_\_\_

Parking Authorization: \_\_\_\_\_



## **DOOR SIGN ORDER FORM**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Phone #: \_\_\_\_\_ Suite #: \_\_\_\_\_

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There are three (3) lines per sign with eleven (11) characters per line (including spaces and punctuation).

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Firm Name

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Firm Name

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Firm Name

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**Form Completed By:** \_\_\_\_\_

**Name/Title**

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**Note:** Please attach camera-ready art layout if required and contact the Management Office for additional cost.

Please return completed form as soon as possible, as there is an approximate 3-week turnaround.



# SPS TOWER SPOTLIGHT QUESTIONNAIRE

**Company Name:** \_\_\_\_\_

**Building Address/Suite:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date firm was established:** \_\_\_\_\_

**Number of employee's** \_\_\_\_\_

**Service Provided:** \_\_\_\_\_

**Description of business:**

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**Areas of expertise:** \_\_\_\_\_

**Company history:**

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**Key personnel (Please include name, title, any professional background you'd like to include):**

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## AFTER-HOURS ACCESS/HVAC/PARKING REQUEST FORM

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_  
SUITE: \_\_\_\_\_ PHONE: \_\_\_\_\_

Employee Name	Keycard Number	Parking "X" If Yes	License Plate #	Authorized Floor Access	24-Hour Access (Yes or No)	HVAC (Yes or No)

AUTHORIZED SIGNATURE: \_\_\_\_\_ BUILDING AUTHORIZATION: \_\_\_\_\_



# TENANT BICYCLE PARKING AGREEMENT

333 South Seventh Street  
Minneapolis, MN 55402

## AGREEMENT, RELEASE AND WAIVER FOR USE OF BICYCLE PARKING RACKS

USPO Minneapolis, LLC ("Licensor"), owner of the parking garage, SPS Tower building and land at 333 South Seventh Street, Minneapolis, MN (the "Building"), grants to the undersigned ("Licensee") a non-exclusive license to use the Licensed Space (as defined herein), subject to space availability, for parking one bicycle during Licensee's work day, which for the purpose hereof shall be deemed to mean Monday-Friday between 5:00 AM and 12:00 AM upon the following terms and conditions:

### 1. DESCRIPTION OF LICENSE

- 1.1 This Agreement (the "Agreement") relates to the following "Licensed Space": bike racks on level P1 and any exterior bike racks on or about the property.
- 1.2 This License is nonexclusive, non-assignable, subject to space availability and revocable pursuant to the terms hereof. This is not intended to be a bailment, nor shall a bailment be created hereby.
- 1.3 The Commencement Date shall be the date this agreement is signed and the Termination Date shall be the date the Licensee is no longer a tenant at the property. Licensor has the right to cancel this agreement with or without cause.
- 1.4 The undersigned may not sublicense the Licensed Space to any other person or entity, and any attempt to do so shall render this License null and void.
- 1.5 This License is revocable by the Licensor at any date upon no prior notice in the event of any breach of this Agreement.
- 1.6 In no event shall the Licensor be liable, to a Licensee in any amount, in the event of any revocation or voiding of this License pursuant to the terms hereof, or in the event there is no space available in the License Space.

### 2. RULES GOVERNING THE LICENSED SPACE

- 2.1 All bicycles and accessories placed in the Licensed Space shall be placed there at the Licensee's sole risk. Licensor is in no way to be held responsible for any damage or theft that may occur to Licensee's property while located in the Licensed Space.
- 2.2 Licensee may not store any motorcycles in the Licensed Space.
- 2.3 Mopeds are allowed in the Licensed Space but must be identified with a Moped/MP license plate.
- 2.4 Licensee is responsible for keeping his/her bicycle locked when placed in the Licensed Space.
- 2.5 Bicycles may not be left in the Licensed Space overnight or on weekends.
- 2.6 Licensee shall insure there is no interference with the ingress and egress of vehicular traffic, entering or exiting the parking garage.
- 2.7 A bicycle tag will be assigned and access to the Licensed Area will be granted upon executed of this agreement.
- 2.8 The bicycle tag must be attached to the bicycle lock or under the bicycle seat, being visible at all times while parked in the Licensed Space.
- 2.9 Any bike and/or personal property abandoned in the Licensed Space shall be disposed of by Licensor. Licensee agrees that any personal property, including bikes, left for longer than two weeks shall be deemed conclusively to be abandoned, and Licensor may dispose of the personal property at Licensor's discretion (which may be by sale with proceeds to Licensor) and without any liability to Licensee.



**TOWER**

- 2.10 A Licensee locking their bicycle or moped around trees, signage or any other structure that is not a designated parking area may be assessed a fine and/or lose their parking privileges.

### **3. RELEASE AND WAIVER OF LIABILITY**

- 3.1 Licensors shall not be liable for, and Licensee waives, all claims for loss, theft or damage to Licensee's property resulting from (1) wind or weather; (2) the failure of any sprinkler, heating or air conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe; (4) the bursting, leaking, or running of any tank, water closet, drain or other pipe (5) any act or omission of any part other than the negligence of Licensors; Licensors shall insure itself against such losses.
- 3.2 No trustee, officer, director, employee, or agent of Licensors shall be personally liable for the performance of Licensors' obligations under the Agreement.

### **4. IDEMNITY**

I agree to protect, defend, indemnify, hold harmless and release USPO Minneapolis, LLC; Sumitomo Corporation of Americas; Transwestern and Imperial Parking (and their affiliated companies, respective agents, officers, directors, owners, contractors and employees (collectively, the "Released Parties")) from any and all claims, costs, damages, fees, injuries, liabilities, losses and causes of action (collectively, "Claims"), in connection with the Licensed Space, including, physical injury, death and property damage, third party Claims and subrogation.

I understand and agree to the above Agreement, Release and Waiver for the SPS Tower Bicycle Parking Racks.

---

Licensee Signature

---

Licensee Name (Print Clearly)

---

Licensee Company

---

Licensee Phone #

---

Licensee Email

---

Licensee Card Access #

---

Bike Tag ID #

---

Date

---

Property Management Representative Signature





## **BOMB THREAT CHECKLIST**

**CALL 911 IMMEDIATELY:** *(If possible, have someone else call 911 during the call.) After calling 911, immediately contact Building Security at 612-673-6754.*

All employees, especially those answering phones, should keep a copy of this checklist on their desk or near their phone at all times in the event a bomb threat is received.

**Tenant Company Name:** \_\_\_\_\_  
**Name of Person Taking Call:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Phone number call came in on:** \_\_\_\_\_  
**Time call was received:** \_\_\_\_\_

### **IF POSSIBLE, ASK THE CALLER THE FOLLOWING QUESTIONS:**

1. When is the bomb going to explode? \_\_\_\_\_
2. Where is it right now? \_\_\_\_\_
3. What will cause the bomb to explode? \_\_\_\_\_
4. Did you place the bomb? \_\_\_\_\_
5. Why did you place the bomb? \_\_\_\_\_
6. Sex of caller: \_\_\_\_\_
7. Approximate length of call: \_\_\_\_\_

### **PLEASE CHECK THE ADJECTIVES THAT APPLY TO THE SOUND OF THE CALLER'S VOICE:**

- ☐ Calm
- ☐ Laughing
- ☐ Lisp
- ☐ Disguised
- ☐ Angry
- ☐ Crying
- ☐ Raspy
- ☐ Accent
- ☐ Excited
- ☐ Normal
- ☐ Deep
- ☐ Familiar (if so, who did it sound like?) \_\_\_\_\_
- ☐ Slow
- ☐ Cracking Voice
- ☐ Slurred Voice
- ☐ Loud
- ☐ Nasal
- ☐ Rapid



TOWER

- ☐ Clearing Throat
- ☐ Stutter
- ☐ Deep Breathing
- ☐ Soft

**Describe Threat Language:**

- ☐ Well spoken
- ☐ Educated
- ☐ Foul
- ☐ Irrational
- ☐ Incoherent Taped

**Describe Any Background Sounds Heard:**

- ☐ Street Noises
- ☐ Crockery
- ☐ Voices
- ☐ PA System
- ☐ Static
- ☐ House Noises
- ☐ Motor
- ☐ Factory or Machinery
- ☐ Local
- ☐ Long Distance
- ☐ Telephone Booth
- ☐ Clear
- ☐ Cell Phone
- ☐ Music
- ☐ Animals
- ☐ Office
- ☐ Other

**REMARKS:**



TOWER

### Fitness at SPS Tower Membership Form

333 South Seventh Street, Minneapolis, MN 55402

Last Name	First	Middle	Employer
_____ Address			_____ Employer Suite Number or Floor
City	State	Zip	Work Email address
_____ Work Phone Number			_____/_____/_____ Birth Date      Emergency Contact Person & Phone

*Your personal information and email will not be used for any outside solicitation or marketing purposes.*

**Please read, initial and sign.**

I acknowledge that membership cards are non-transferable and must be shown at all times for admittance to the Fitness at SPS Tower facility.

initial \_\_\_\_\_

Please provide the first five digits (six digits when applicable) of your access card.

# \_\_\_\_\_

By signing, I acknowledge that I have read and understand the words and language in the Membership Policies on the reverse side of this form.

Signature \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Personal Health History**

1. Are you over age 40 AND unaccustomed to vigorous activity?
2. Have you ever had a heart attack?
3. Have you ever been told by a doctor that you have high blood pressure, a heart murmur, heart or lung disease?
4. Is your heartbeat ever irregular or do you have spells where it suddenly goes fast?
5. Do you have chest, neck, shoulder or arm pain or pressure during or after exercise?
6. Are you taking medications for your heart?
7. Do you get out of breath with moderate exertion?
8. Do you have bone or joint problems?
9. Is your cholesterol high?

Circle One

Yes	No
Yes	No
Yes	No
Yes	No
Yes	No
Yes	No
Yes	No
Yes	No
Yes	No

If you answered "Yes" to any one or more of the above questions, AdvantageHealth Corporation, Transwestern and Fitness at SPS Tower highly recommend you see your physician before beginning an exercise program. Your consent to the Waiver of Liability and the Membership Form acknowledges your understanding of the Personal Health History and recommendations. You can obtain a Physician Referral Form from a Fitness at SPS Tower staff person that can be reviewed and completed by your health care provider.

**Office Use Only**

Start Date:

*Fitness at SPS Tower is managed by AdvantageHealth Corporation*



TOWER

## AdvantageHealth Corporation

### Fitness at SPS Tower Waiver

333 South Seventh Street, Minneapolis, MN 55402

#### Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment, services, and programs of Fitness at SPS Tower, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** AdvantageHealth Corporation, Transwestern, and the ownership of SPS Tower, as well as any successors, assigns, affiliates and subsidiaries, and any of their directors, officers, employees, managers, members, and agents from liability **from any and all claims including the negligence of** Fitness at SPS Tower's facilities and programs resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment. I further release, waive, discharge and covenant not to sue Transwestern, the ownership of Fitness at SPS Tower, and their successors, assigns, affiliates, subsidiaries, or any of their directors, officers, employees, managers, members or agents in connection with the provision any health and fitness related services and programs provided by AdvantageHealth Corporation and its employees at Fitness at SPS Tower.

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Signature of User

Date

Print Name

**Assumption of Risks:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Fitness at SPS Tower has facilities for and provides for activities such as weight lifting, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Fitness at SPS Tower's Facilities and Programs. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD AdvantageHealth Corporation, Transwestern, and the ownership of SPS Tower, as well as their respective successors, assigns, affiliates, subsidiaries, and any of their directors, officers, employees, managers, members, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at Fitness at SPS Tower to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect to the maximum extent permissible.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

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Signature of User

Date

Print Name

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## Fitness at SPS Tower Membership Benefits and Policies

1. **Membership Benefits:** For current program information, call Fitness at SPS Tower at 612-673-6747 or inquire at the front desk.
2. **Membership Eligibility:** Exclusive membership to Fitness at SPS Tower is free to all clients in the building. Proper proof of affiliation to SPS Tower, such as employee identification or an employer's written acknowledgement of employment, will be required at time of registration.
3. **Access:** Members must use a valid building access card to enter Fitness at SPS Tower. Fitness at SPS Tower reserves the right to reduce hours for maintenance purposes, severe weather or any other reason beyond control of SPS Tower. Access cards must be scanned upon entry every time the member comes to the fitness center, no exceptions.
4. **Change in Contact Information:** Member must notify Fitness at SPS Tower staff in writing when any contact information changes, including access card number. Primary correspondence will be done via email.
5. **Cancellations:** If you move out of the building, you will no longer have access to Fitness at SPS Tower. Please send us an email or stop by the front desk to let us know so we can take you off of our mailing list and cancel your membership.
6. **Membership Cards, Access & Replacement Fees:** These membership cards are non-transferable and must be shown at all times for admittance to Fitness at SPS Tower. Transference, duplication, or alteration of membership cards will result in termination of membership. Please scan your membership card each time you check in so we can keep our reporting numbers accurate. Replacement fees may be charged for lost cards.
7. **Facility Closures:** All facilities, programs, and services are subject to availability. Fitness at SPS Tower Facility will be closed on national holidays. In addition, maintenance closures may occur throughout the year to ensure the safety, cleanliness and quality of our facility. Fitness at SPS Tower's hours are Monday through Thursday 6:00 a.m. to 7:00 p.m. and Friday 6:00 a.m. to 6:00 p.m. Hours are subject to change.
8. **Emergencies:** In the event of an emergency within the Fitness Center, notify a staff member immediately and follow the staff member's instructions. If you have any injury or adverse reaction to exercise, please alert the staff so they may contact emergency services to assist you.
9. **Member Safety:** If a member is involved in a medical incident or if the fitness staff determine a member is at an increased risk for injury from physical activity for any reason, that member may be asked to provide a completed medical clearance form to Fitness at SPS Tower staff. Any personal health information collected by staff will be treated as confidential to the extent the law allows. Please report any incidents or injuries immediately to Fitness at SPS Tower staff member. If a staff member is not available, there is a phone in the office and an emergency pull cord located at the front desk. AdvantageHealth Corporation and SPS Tower suggest exercising only when at least one other person is present in the fitness center.
10. **Equipment Usage:** Share equipment and allow others to use strength equipment when doing multiple sets. Do not drop weights or machine plates. Re-rack all weights/equipment to their designated storage areas. Benches must be kept out of walkways. Members must wipe equipment with the cleaning materials provided. Please report any equipment failures to the staff on duty.
11. **Locker Policies:** Fitness at SPS Tower is not responsible for personal belongings and is not liable for items that may be lost, stolen or cleared. Use the pull-out key to lock your locker during your workout time only. Lockers are not for overnight use, full day storage or for personal use outside of fitness center. Lost locker keys may be assessed a fee.
12. **Dress Code:** Appropriate workout attire must be worn at all times, including shirt, closed-toe shoes and shorts /pants. No profane or inappropriate clothing will be allowed. The Fitness Staff reserves the right to ask any member to change clothes.
13. **Member Conduct:** No food or drinks (except fitness nutrition such as bars, gels and fluids in closed containers) are allowed. Cell phone use is only allowed for music. Please refrain from having conversations on your cell phone when in the fitness center. No personal items (i.e. gym bags) may be left in exercise areas or held by staff. No smoking, drugs, or alcohol are permitted, and members may not use equipment while under the influence. Harassment of any sort – verbal, physical or visual – will not be tolerated.
14. **Group Exercise Policies:** Classes may be canceled or altered without notice. Report any incidents or injuries immediately to the Fitness Staff.
15. **Change in Management:** AdvantageHealth Corporation has been contracted by SPS Tower to operate the Fitness Center. AdvantageHealth Corporation expressly reserves the right, for any reason and at any time, to assign this agreement to SPS Tower or to a subsequent third party operator of the Fitness Center. Notice of any such assignment may be provided.
16. **Code of Conduct:** Fitness at SPS Tower members agree to abide by the Fitness at SPS Tower's Code of Conduct. For the full text of the Code of Conduct, please talk to a Fitness at SPS Tower staff member.

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