

DAVIS-LINDEN BUILDING

RULES AND REGULATIONS AGREEMENT

(Including Parking Rules and Fire Code Regulation)

These **Davis-Linden Building Rules and Regulations** (“Rules”) are incorporated by reference into the **Commercial Lease Agreement** (“Lease”) between **DIERINGER DEVELOPMENT GROUP, LLC** (“Landlord”) and the undersigned Tenant. **Violations of these Rules constitute a breach of the Lease.**

A. General Building Rules

1. **Obstruction of Common Areas**

Do not block or impede driveways, hallways, or walkways. Exterior doors must remain locked and not be propped open without management approval.

2. **Landlord’s Right to Refuse Access**

Landlord may refuse entry to any individual deemed a threat to safety or property.

3. **Noise and Odors**

Tenants must not create excessive noise or odors that disturb others.

4. **Animals**

- No animals allowed without Landlord’s consent.
- If permitted, animals must remain on a leash (up to 6 feet in most areas).
- Animals must use restroom outside of the courtyard, grass areas available at the front of building along Linden and Davis Ave.
- Emotional Support Animals (ESAs) do not have the same legal status as service animals in commercial buildings and are subject to these rules.
- Owner must clean up after the animal and address any complaints immediately.

5. **Trash Disposal (DO NOT OVERFILL)**

All tenants are required to dispose of waste in the designated dumpsters provided for trash disposal. Please ensure that food waste is placed in sealed containers to deter pests. Large items need to be broken down. Additionally, trash generated off-premise is not permitted.

6. **Locks**
Tenants must not change or add locks without Landlord's written consent.
7. **Plumbing**
Use toilets and plumbing fixtures properly; do not flush foreign objects.
8. **Defacement of Premises**
Do not damage walls, floors, or other building surfaces.
9. **Excessive Vibration or Floor Loading**
No equipment or activities that cause undue floor stress.
10. **Moving Equipment/Freight**
Coordinate all large deliveries or moves with management. Tenant assumes liability for any resulting damage.
11. **Alterations**
Tenants may not modify or improve the Premises without permission. (See Lease Section 12.)
12. **Keys**
All keys remain the property of Landlord. Return all keys upon move-out. Lost keys will be replaced at Tenant's expense.
13. **Window Coverings**
Landlord's prior written approval is required for any added coverings.
14. **Roof Access**
Tenants may not access the roof unless specifically allowed under the Lease.
15. **Smoking/Vaping**
Smoking and vaping is prohibited inside the building. If smoking outside, remain at least 50 feet from doors or windows.
16. **Heating and Air Conditioning**
Use only the systems provided or approved by Landlord.
17. **No Lodging**
The Premises is commercial. Absolutely no living or sleeping is allowed.
18. **Food Preparation**
Microwaves, coffee makers, and similar appliances are allowed if they do not violate codes.

19. Fire Safety

Comply with safety requirements. (See Fire Code rules below.)

20. Waiver of Rules

Landlord may waive any rule for a particular situation without waiving future enforcement.

21. Risk of Theft/Vandalism

Tenant assumes the risk of theft or vandalism on its own property. Keep doors locked as necessary.

22. Responsibility for Guests and Subletters

Tenant is responsible for the conduct of subtenants, employees, and invitees. Disruptive conduct may lead to eviction.

23. Emergency Procedures

Tenant must inform all persons in its space about fire exits and all posted emergency procedures.

24. Additional Rules

Landlord may adopt additional reasonable rules for safety or operational purposes, with written notice to Tenant.

25. Sound Booths

No sound booths without proper acoustic/fire-retardant materials and Landlord's written approval.

B. Parking Rules

1. Parking Areas

Parking is for standard vehicles only. Obey all posted signs.

2. Tenant vs. Visitor Parking

Inner courtyard parking is currently first come, first serve. We ask that you encourage your tenants to park in the lot at 15 Davis Ave, if space is available.

3. Loading/Unloading

Do so only in designated areas. Do not block traffic flow. Remove vehicles from loading/unloading zones immediately upon completion.

4. **Parking violations**
Vehicles may be towed at the owner's expense.
 5. **Locked Vehicles**
Landlord is not responsible for theft or damage. Always lock vehicles.
 6. **No Maintenance**
Vehicle maintenance is prohibited in parking areas unless specifically designated.
 7. **Compliance**
Tenant must ensure all employees, agents, and invitees comply with parking rules.
 8. **License Only**
Parking privileges do not create a bailment; they are a license terminable at will.
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C. Fire Code Rules and Regulations

1. **24-Inch Clearance**
Keep items at least 24 inches from the ceiling or 18 inches from sprinkler lines (Ohio Fire Code 315.3.1).
2. **Aisle Ways**
Maintain 36 inches of clear egress in aisles (Ohio Fire Code 1024.1).
3. **Extension Cords**
Temporary use only, properly sized, and unplugged when not in use (Ohio Fire Code 605.5).
4. **Manufacturing Waste**
Regularly remove debris (e.g., cardboard, sawdust). Use provided dumpsters (Ohio Fire Code 304.1).
5. **Fire Extinguishers**
Certified extinguishers are required at any welding cart or hot-work station (Ohio Fire Code 1301:7-7-35).
6. **Propane/Welding Tanks**
Secure all compressed gas tanks; do not store empty tanks. Notify Landlord if using compressed gas (Ohio Fire Code 5303.5.3).

7. **Wall Coverings**

No carpet, cardboard, or plastic may be used as walls/ceilings. Acoustic panels must be flame-retardant (Ohio Fire Code 803.5.1).

8. **Storage and Organization**

Store combustible materials neatly and away from heat sources (Ohio Fire Code 315.3).

D. Enforcement & Penalties

1. **Inspections**

Landlord or its staff may inspect the Premises **during normal business hours** (or at any time in an emergency) to ensure compliance.

2. **Fire Code Compliance**

- Tenant has 30 days from signing to comply with the above Fire Code rules.
- After 30 days, Landlord will inspect. Violations result in a written warning and 14 days to cure.
- Failure to cure within 14 days may lead to **immediate eviction**.

3. **Violation Procedure**

- **First Violation (Non-Fire):** Written warning delivered to tenant and kept on file.
- **Subsequent Violations of the Same Rule:** \$50 fine per occurrence, due immediately. **All fines are Additional Rent** under the Lease.
- **Three Fines in Six Months (Same Rule):** The next violation of that same rule may result in immediate eviction.

4. **Serious Violations**

For serious or hazardous violations, Landlord may bypass the warning/fine system and proceed directly under the Lease default provisions.

5. **Documentation**

Landlord will document and provide a copy of all warnings and fines to Tenant.

E. Acknowledgment

By signing below, I acknowledge that I have received, read, and understand these **Davis-Linden Building Rules and Regulations** and that they are incorporated into my **Commercial Lease Agreement** with **Dieringer Development Group, LLC**. I agree to comply fully with these Rules, including all future amendments duly noticed to me in writing.

Tenant Printed Name: _____

Tenant Signature: _____

Date: _____

Building Staff Printed Name: _____

Building Staff Signature: _____

Date: _____
