



## **BROOKLYN NAVY YARD RULES AND REGULATIONS**

All entrants to the Brooklyn Navy Yard (BNY) must abide by the BNYDC Rules and Regulations set forth below and such further Rules and Regulations BNYDC shall from time to time adopt. Notice of such additional Rules or Regulations shall be given in such manner as BNYDC elects. Violators of the Rules and Regulations are subject to expulsion and subsequent exclusion from BNY. Vehicles violating the following Rules and Regulations may be issued violations or towed at owner's expense. Where Landlord's consent is required, such consent may be granted or withheld in Landlord's sole and unfettered discretion.

### **1. Identification and Access**

- a. Tenants, subtenants and employees must carry a current identification card issued by Brooklyn Navy Yard Development Corporation Security (BNYDC Security). Identification cards must be presented to BNYDC Security officers upon entrance to the BNY and upon request by BNYDC Security or other employees of BNYDC. Upon termination of lease, sublease, or employment all identification cards must be surrendered to BNYDC Security.
- b. Temporary users of the Brooklyn Navy Yard including contractors, consultants and temporary employees must present evidence of their contractual relationship with a Tenant that includes a termination date to receive a temporary identification card. Temporary identification cards must be surrendered to BNYDC Security on or before such termination date.
- c. All entrants to the Brooklyn Navy Yard must stop at the BNYDC Security gates and present identification and may be subject to search by BNYDC Security. Tenants and subtenants must register the names of any guests with BNYDC Security prior to entry. Tenant shall be responsible for all people it registers, and shall be liable to Landlord for all acts of such people. No person under the age of 16 will be admitted to the BNY unless accompanied by an adult.

### **2. Traffic & Parking**

- a. The speed limit within the Brooklyn Navy Yard is 25 miles per hour. Stop signs shall be obeyed, and the use of directional signals is required.
- b. All vehicles admitted to the BNY must have unexpired vehicle registration and inspection stickers.
- c. Tenants, subtenants and employees who wish to park in the Brooklyn Navy Yard must register the vehicle with BNYDC Security and receive a parking sticker that is not transferable to other vehicles and that must be surrendered upon termination of lease,

sublease or employment. Visitors will receive an entry pass receipt which shall be displayed on the dashboard visible through the windshield when the vehicle is parked.

- d. No overnight parking is permitted at the BNY, unless prior arrangement is made with BNYDC Security.
- e. Tenant shall not park nor shall Tenant allow the parking of delivery vehicles in such a manner that interferes with the use of any driveways, walks or entrances.
- f. Consequences for violation of the traffic policies are as follows:

TRAFFIC VIOLATION PENALTIES

1<sup>st</sup> Infraction - Warning

2<sup>nd</sup> Infraction - Warning

3<sup>rd</sup> Infraction - Driving Privilege suspended for two weeks – I.D card deactivation for vehicles. (Note: ID card will not be confiscated for driving infractions.)

PARKING VIOLATION PENALTIES

1<sup>st</sup> Infraction - Warning if owner is contacted expeditiously. Boot or tow if contact cannot be made.

2<sup>nd</sup> Infraction - Same as first infraction + Administrative Fee

3<sup>rd</sup> Infraction - Immediate tow or boot + Administrative Fee

4<sup>th</sup> Infraction - Any violations after the 3<sup>rd</sup> Infraction will result in deactivation of BNYDC ID Card and additional Administrative Fees

Fees will be processed as follows:

- \$100.00 for regular passenger vehicle towing or boot (immobilization device)
- \$300.00 for truck/heavy duty towing
- \$25.00/day storage fee beginning 48 hours after towing
- \$25.00 administrative fee per infraction

**3. Use of Demised Premises, Building, and the Brooklyn Navy Yard**

- a. No sidewalk, entrances, driveway, passages, court, elevator, vestibule, stairway, corridor or hall, shall be obstructed or encumbered by Tenant or used for any purpose other than for ingress or egress from the Demised Premises, and for delivery of merchandise or equipment in a prompt and efficient manner, using elevators and passageways designated for such delivery by Landlord.
- b. Tenant shall not use the water and wash closets and plumbing fixtures in common areas, if any, for any purpose other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other substance shall be deposited therein. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by Tenant.

- c. No carpet, rug or other article shall be hung or shaken out of any window of the building; and Tenant shall not sweep or throw, or permit to be swept or thrown substances from the Demised Premises, any dirt or other substance into any of the corridors of halls, elevators, or out of the doors or windows or stairways of the building, and Tenant shall not use, keep, or permit to be used or kept, any foul or noxious gas or substance in the Demised Premises, or permit or suffer the Demised Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the buildings by reason of noise, odors, and or vibrations, or interfere in any way, with other tenants or those having business therein. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.
- d. No projections of any sort shall be attached to the outside walls of the building without the prior written consent of Landlord.
- e. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the Demised Premises or the Building, or on the inside of the Demised Premises if the same is visible from the outside of the Demised Premises, without the prior written consent of Landlord, except that the name of Tenant may appear on the entrance door of the Demised Premises. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant.
- f. Tenant must, upon the termination of his or her tenancy, give Landlord all keys to the Demised Premises, including but not limited to offices, toilet rooms In the event of the loss of any keys, Tenant shall pay to Landlord the cost thereof.
- g. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the Demised Premises only on available freight elevators, if any, and through the service entrances and corridors, if any. Landlord reserves the right to inspect all freight to be brought into the building, and to exclude from the building all freight which violates any of these Rules and Regulations of the lease, of which these Rules and Regulations are a part. Repair of damage to elevators or building caused by Tenant or its employees shall be invoiced to Tenant as Additional Rent. Passengers not transporting freight shall not use freight elevators.
- h. Tenant must request Landlord's consent by written application to Landlord no fewer than forty-five days in advance of events in the Demised Premises for which 75 persons or more are invited or expected to attend. . All approved events are subject to Tenant's obligation to obtain all permits or certificates required by Applicable Law. If Tenant intends to serve or sell liquor at an event in the Demised Premises Tenant must abide by Applicable Law. The use of indoor and outdoor common areas, including for the serving and consumption of alcohol is only permitted in indoor and outdoor common areas with written permission of Landlord. A fee may be due to Landlord, in an amount that may change from time to time, upon submission of an event application.

- i. Tenant shall not bring, or permit to be brought or kept, in or on the Demised Premises, any flammable, combustible, explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in, or emanate from, the Demised Premises, without written permission from Landlord. Tenant shall be liable for and shall be in compliance with all local, state, and federal law regarding the storage, use, disposal and any spill or discharge of hazardous materials including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 9601, et seq.
- j. Tenant shall not use the Demised Premises in a manner which disturbs or interferes with other tenants in the beneficial use of their premises.
- k. All dogs brought into the BNY must be on a leash at all times. Tenant is responsible for cleaning up any related waste, including in planted areas.
- l. Open flames and barbecues are prohibited in the Brooklyn Navy Yard.
- m. The Brooklyn Navy Yard is an industrial park and, as such, no living quarters are permitted therein.
- n. Without Landlord’s consent, Tenant shall not use any area within BNY outside the Demised Premises for the sale or display of any merchandise, for solicitations or demonstrations or for any other business, occupation, undertaking or activity.
- o. Tenant shall keep all entrance doors and windows in the Demised Premises locked when the Demised Premises is unoccupied.

**4. Cleaning and Solid Waste**

- a. Tenant shall maintain all portions of the Demised Premises, including the windows and any passageways adjoining the same, in a clean and orderly condition free of trash, ashes, dirt, debris, and obstructions.
- b. Tenant shall not place any personal property, trash, or abandoned property in any part of the Building or the BNY outside the Demised Premises without the written consent of the Landlord.
- c. In order to ensure the clean, orderly and efficient operation of the Building and to reduce carting costs, Tenant is encouraged to participate in Landlord’s comprehensive waste and recycling management program. Under such program, Tenant will contract with the waste carting service designated by Landlord for the Building directly. Such waste carting service agreement must be terminable at will upon 30 days’ notice to Tenant by Landlord that the waste carting service was de-designated by Landlord. Tenant shall pay directly to such designated waste carting service the cost of removal of any of Tenant’s waste from the Building. Bills for the same shall be rendered by the designated hauler to Tenant, and shall be due and payable thereunder. If such bills become overdue, such overdue amounts shall be

deemed to be, and be paid to Landlord as Additional Rent. If Tenant chooses not to participate in Landlord's program, Tenant may contract for waste removal independently.

- d. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations, of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law.
- e. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Rule 4, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Landlord harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Landlord.
- f. Tenant shall place all wooden pallets in the area designated by Landlord.