Sample Service Level Agreement

Building Name
Management Company
Date

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I. **Purpose:**

The purpose of this agreement is to outline both parties’ understanding regarding the level of services that are expected at the above referenced property. Management Company’s purpose is to preserve and maintain the physical asset and to provide facilities related services to the occupants of the building. The agreement will describe the type of services delivered as well as related occupant rules, regulations and procedures for submitting work requests for the building.

Please note that requests and work orders above and beyond the scope of services outlined in this document will result in additional charges based on time, material and administrative fees. Management Company shall communicate and receive approval from the client prior to starting any work.

Disclaimer: Please note that every effort was made to identify and address most building related issues. However as a working document, some items within this agreement may change. Should such changes occur, it shall first be reviewed and mutually accepted by both parties prior to it becoming part of such agreement.

II. **Rent Setting:**

[[Description of rent determination, including applicable local, state, or federal cost accounting guidelines.]]

Example for University space:

“Residential and commercial rents are set at market rates. Rent is cost-based, as directed by Federal regulations (A21 guidelines), which require that internal rents be set at or below the break-even, fully loaded expense level for the space. Expenses include:

- Direct expenses, such as maintenance staff, building services & repairs, utilities, supplies, real estate taxes, insurance, etc.
- Indirect expenses such as allocated department overhead (managers and administrative staff, rent, IT & telecom, etc.)
- Interest expense for debt on acquisition, construction, or renewal of the building and building systems”.

III. **Initiatives:**

A. Green Campus:

Occupants will make every effort to participate in Management Company’s sustainability initiatives by reducing environmental impacts through the following actions:

**During Renovation**

- Implement best practice waste management and indoor air quality protection during retrofit, renovation or modification.
- Adhere to the Tenant Fit Out Requirements for products and designs.

**Materials/Purchasing**

- Procure furniture and other materials that are salvaged off site; and/or contain wood products that are Forest Stewardship Council (FSC) certified; and/or contain locally harvested and processed materials (500 mile radius).
- Purchase paper and other office products that contain at least 10% post-consumer and/or 20% post-industrial material.
o Purchase equipment and appliances with the ENERGY STAR label.

Alternative Transportation
  o Participate in the Commuter Choice program

Waste Management
  o Participate in recycling using the receptacles provided. Recyclable materials include paper, cardboard, glass bottles, cans, plastics 1-7, as well as fluorescent light bulbs, batteries, chemicals, cartridges and electronics.
  o Designate a space for employees to leave surplus or shared office supplies to reduce redundant purchases.
  o Arrange for surplus furniture and other large office items to be delivered to a reuse center.

Occupant Education and Engagement
  o Install or enable software that powers down computers when not in use, and ensure that all computer monitors have a “sleep mode” enabled.
  o Ensure that every employee has a power strip and turns the strip with an “off” switch for electronic devices.
  o Encourage staff to use task lighting that accommodates fluorescent bulbs, rather than halogen lamps.
  o Provide mugs or encourage staff to bring their own reusable mugs, plates, and utensils for the kitchen area. Keep the kitchen area stocked with dish cleaning supplies if a dishwasher is not available.
  o Start a physical or electronic bulletin board for “green tips”, news, and ideas.
  o Ask the Property Manager for training to properly operate controls, including shades, lights, thermostats, etc.
  o Advise employees to dress appropriately for the weather.

B. Security:
   It is important that all building occupants pro actively monitor the security of the building as well as the occupant space. All occupants are responsible for developing an internal emergency plan. In the case of emergency, occupants are responsible to follow instructions. Please refer to the Management Company’s Emergency Guide and call the following numbers in case of Emergency:....

IV. General Information:

Property Management Team: [[numbers]]

<table>
<thead>
<tr>
<th>Contact Information</th>
<th>Telephone</th>
<th>A number for all general business calls as well as emergencies</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Web</td>
<td>Link to work request system.</td>
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Each department/group should have a minimum of one contact person identified as responsible for entering work requests into the system. To obtain access, please contact the Property Assistant above who will need location and email information for each tenant coordinator in order to complete the setup.

| Building Operating/Service Hours | 9:00 AM - 5:00 PM Monday thru Friday excluding Holidays. |
V. Management Company Services:

- **MECHANICAL SERVICES:** Maintain heating and cooling system to provide occupants comfort per ASHREA standards. (ASHRAE Standard temperatures: Winter 69-75 degrees, Summer 73-79 degrees) Respond to occupant HVAC concerns within a mutually acceptable timeframe. Provide regular preventive maintenance to the equipment per manufacturers requirements. HVAC required after normal building hours will be charged to the occupant.

- **LIFE SAFETY:** Provide routine testing and maintenance of all life safety equipment per building codes, including and not limited to such items as egress passages.

- **LANDSCAPE/GROUNDS MAINTENANCE:** Management Company shall coordinate all exterior landscaping services through a third party vendor.

- **SNOW REMOVAL:** Management Company will ensure that all walkways/entrances are free and clear of snow and ice.

- **ELEVATOR:** Management Company subcontracts elevator maintenance service to Elevator Company. Elevator Company and Management Company will work in conjunction to ensure proper operation, maintenance and licensing of such elevators.

- **LOCKS/SECURITY SYSTEM:** Lock changes and keys provided upon initial occupancy. Management Company shall provide services to repair such locks whenever necessary at the occupant's expense. Management Company shall monitor and maintain the base building’s overall security and related systems.

- **SIGNAGE:** Any additional signage shall be at occupant's expense. Any and all additional signage shall require Management Company approval.

- **CAPITAL PLANNING/PROJECT IMPLEMENTATION:** Management Company provides capital planning and project supervision for all base building related work. Any projects above and beyond base building work and related to occupant’s programmatic function can be coordinated by Management Company at occupant's expenses. Plans must comply with the Green Building Guidelines. Plans must be submitted to Management Company for approval prior to project implementation. Occupant is responsible for the cost of integrating the occupant build out into the existing building systems which may include HVAC balancing or other adjustment as deemed necessary by Management Company. Occupant will be responsible for code compliance triggered by the occupant build out.

- **LIGHTING:** Management Company is responsible for all ceiling fixtures, exterior lighting, emergency exit signs, emergency lights, and timing controls of exterior lights. This excludes all occupant desk lamps or specialty lighting. Should occupant choose to use non building
standard lighting, all replacement parts will be purchased on behalf of the occupant at the occupant’s expense, which shall include an administration fee.

- **HOUSEKEEPING:** Management Company provides housekeeping services through a third party vendor in accordance with industry specifications for green cleaning services. Should occupants require additional services such as cleaning of occupant’s personal refrigerators, it shall be done at occupant’s expense. Such charges shall be based on Management Company cost plus predetermined administrative fees. Cleaning specifications are tailored to each building based on the size, type and use and are available from your Property Manager.

- **PEST CONTROL:** Management Company provides preventative pest control treatment as well as emergency service calls thru third-party vendor.

- **TRASH REMOVAL AND RECYCLING:** Management Company shall coordinate trash removal and recycling services through a third party vendor. Occupants are required to participate in recycling and green initiatives. Computer equipment, furniture and other large items must be removed separately and any cost associated with removal shall be the responsibility of the occupant.

- **ROOFS:** Management Company shall maintain all roofs to ensure proper working condition.

- **WINDOW CLEANING:** Management Company shall coordinate interior and exterior window washing on an annual basis and shall coordinate scheduling of such services with the occupant. Cleaning frequency is subject to change.

- **INTERIOR IMPROVEMENTS:** All improvements such as replacing flooring, painting walls, etc. are considered occupant responsibility and expense. All work within occupant space must be approved and coordinated thru the management office and shall match building standards. Building standards are available from the property management office.

- **BUILDING REPAIR AND CAPITAL IMPROVEMENT:** Management Company must be allowed access to repair, maintain and upgrade the building. Management Company will endeavor to minimize occupant inconvenience based on best industry practices. At no time will this result in a rent credit based on A21 rent setting guidelines.

- **PROGRAMMATIC MAINTENANCE:** Management Company and its team are dedicated to maintaining the building assets and serving the occupants. Occupants with specific programmatic requirements will be required to provide and maintain the specific items related to occupant operations.
V. **Occupant Responsibilities (Building Rules and Regulations):**

1. The associated occupant space is to be used only for its intended use. Occupant must abide by local code and not over populate space. In addition, computer server equipment may only serve the occupant’s space that is covered by this SLA. Management Company reserves the right to require occupant to separately meter its space and/or equipment at occupant’s expense and occupant will be responsible for the ongoing utility cost.

2. The sidewalks, driveways, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls, fire escapes, or other parts of the building not occupied by the occupant shall not be obstructed or used for any purpose other than ingress and egress to and from the occupant’s premises.

3. No awnings, signs, or other projections shall be attached to the outside walls of the building without the prior written consent of Management Company. No drapes, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of an occupant’s premises, without the prior written consent of Management Company (which consent shall not be unreasonably withheld). Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design, and color, and attached in the manner, approved by Management Company in its reasonable discretion. Live holiday tree decorations are not permitted per fire code.

4. The water, toilets, wash closets, and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, cooking oils, grease, cleaning solvents, rags, chemicals, paints, cleaning fluids, or other substances shall be put therein. All fines, penalties, and damages resulting from any misuse of the fixtures shall be borne by the occupant who, or whose servants, employees, agents, visitors, or licensees shall have caused the same, and Management Company in no case shall be responsible therefore.

5. Each occupant, before closing and leaving its premises at any time, shall see that all windows are closed and all lights are off with the exception of emergency/security lights.

6. No vending or coin- or token-operated machines of any type shall be allowed in an occupant’s premises (or any common area) without the prior written consent of Management Company.

7. No smoking is allowed anywhere in the Building or grounds except in areas designated from time to time by Management Company. There will be no smoking within 25’ of any building entrance.

8. Space heaters or individual heating or cooling units are not recommended in occupant’s space. Any unit must have an automatic time shut off as well as an automated tilt shut off.

9. If the premises demised to any occupant becomes infested with vermin due to the acts or omissions of such occupant, such occupant, at is sole cost and expense, shall cause its premises to be exterminated from time to time, to the satisfaction of Management Company, and shall employ such exterminators therefore as shall be approved by Management Company.

[[continued]]