



BUSINESS
INCUBATOR CENTER

Expert Help • Targeted Resources • Tangible Results

Client Handbook

A Guide to the Business Incubator Program

2591 Legacy Way Grand Junction, CO 81503

970.243.5242 | www.gjincubator.org

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Business Incubator Center Contacts

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243-5242 extension 414

Commercial Kitchen Program

Laura Mercier, Director

243-5242 extension 414

Small Business Development Center:

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243-5242 extension 415

Marketing

Camber Westphal, Manager

243-5242 extension 415

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Helen Roe, Loan Officer

243-5242 extension 411

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Accounting:

Karie Byerly, Assistant

242-5242 extension 412

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242-5242 extension 408

Front Desk:

Rebecca Johanson

243-5242 extension 400

Maintenance:

Front Desk

243-5242 extension 400

After Hours

1-800-937-5724

gjincubatorworkorders@gmail.com

Overview

Welcome to the Business Incubator (BIC) Program. You have joined a business support program that accelerates the successful development of start-up and fledgling companies by providing entrepreneurs with an array of targeted resources and services. BIC's main goal is to provide the assistance needed for businesses to increase growth potential, resulting in a self-sustaining, profitable company.

BIC's mission is to support the launch, growth, stabilization and long-term success of business enterprises in Mesa County. As a participant in the BIC Program, one of five programs at the center, you will have access to management guidance, technical assistance and consulting tailored to young growing companies. Incubator Program Companies also have access to appropriate rental space and flexible leases, shared basic business services and equipment, technology support services and assistance in obtaining the financing necessary for company growth.

A basic outline of the services and support available to you is summarized in this handbook. Keep in mind that some of the most valuable rewards to participation in the Incubator Program come from the community of entrepreneurs who will surround you every day. Please take advantage of your peers and of the staff here at BIC. We can all contribute to the success of your company.

Location: BIC is located at the south end of the former Department of Energy complex on Orchard Mesa. In addition to the main Administration Building, BIC includes four buildings (Manufacturing, Services, Technology and Training) containing approximately 40,000 square feet of leasable space with adjacent parking areas. Buildings are fully equipped with a sprinkler and fire alarm system tied directly to the fire department (a factor that favorably impacts Incubator Program Company's insurance costs).

Incubator Program Companies may use the following information for mail, stationery, phone listing, etc.:

Your Company Name
2591 Legacy Way
Grand Junction, CO 81503
(970) 243-5242
Fax (970) 241-0771

Program Entrance Policy

BIC provides services to a wide range of entrepreneurs. To apply for the Incubator Program an applicant business must meet one of the following criteria:

- A business start, in operation for less than 3 years.
- A company that has undergone substantial change in ownership or business model within one year of application date.
- A home-based business that is ready to transition to a professional environment.
- A company which will utilize their space at the Incubator solely for the Research and Development of a new and innovative product or service.

In order to apply for the program, a company must complete a program application and detailed business synopsis. Companies will be evaluated by their fit with the resources and services provided by the BIC Incubator Program.

APPLICATION FEE: \$45 per company includes credit report(s) and processing fees.

Program Requirements

Admittance: Businesses engaged in a wide variety of functions including light manufacturing, distribution, technology, culinary, or service activities can apply for admittance to the Incubator Program. The Incubator facility is not conducive to retail activities, although it is acceptable for Incubator businesses to engage in retail sales. Admission to the program is based on the following criteria: the need for, and interest in the Incubator Program; capacity of principals to be successful; uniqueness of product or service; availability of the service in the community; potential for job creation and/or retention; portion of the expected revenue that is derived from outside the County; and connection to targeted industry clusters within the Incubator or community. Interested businesses are required to complete and submit an Application for Admittance which is reviewed by program management. When applicable, every attempt is made to assist any rejected applicant in taking corrective actions necessary to resubmit an application.

Requirements: Successful entrepreneurs take advantage of the tools that they have available; subject matter experts are available on campus through the Small Business Development Center (SBDC) and Incubator Staff on almost every challenge that you will face during your time in the Incubator Program. Tenant companies are strongly encouraged to participate in campus events, set goals with Incubator Staff and take advantage of the resources available to them. In order to remain in the program, tenant companies are required do the following:

- Complete a Business Plan within the first 2 years of occupancy. Assistance in completing the Business Plan is available through the program.
- Attend, at minimum, one business related class or workshop per year.

- Meet with Incubator staff for comprehensive business review (including financial review) twice a year. These reviews generally take place in the first and third quarters.
- Attend scheduled tenant meetings.
- Attend the Leading Edge course within first 18 months of residency at the Business Incubator Center. The program is a twelve-week intensive business planning and management course.

Cost: Prices for Incubator spaces are graduated on a 5-year schedule. First year Incubator Program Companies pay 75 percent of Fair Market Value (FMV). Each year, Incubator Program Tenants pay an additional 5 percent of FMV, ultimately paying 95 percent during their fifth (final) year. Minimum rent payments on all spaces are \$245 per month. Utilities (power, gas, water, sewer, trash) are included, with the exception of the Manufacturing Building. In the Manufacturing Building, Incubator Program Tenants pay ½ of the total building electrical costs pro-rated based on the square footage occupied by the business. (See Appendix A for current year pricing). All Program Tenants also have access to high speed internet.

Lease Agreement: The typical Incubator Program Tenant and its principal owner(s) enter into a one-year formalized lease agreement. Short-term, month-to-month rentals (up to six months) may be considered, in situations involving pre-startup or pre-expansion, feasibility studies, business/marketing/financial plan development, facility readiness, assuming appropriate space availability, etc. Lease agreements provide reasonable flexibility in allowing the Incubator Program Tenant to expand or retract within the Incubator, or to move to another facility at an appropriate time. An Incubator Program Tenant may lease any available combination of office and/or production space within the Incubator that is in keeping with efficient overall space utilization practices. Space will be tailored to individual business needs and clearly partitioned without interfering with building heating and ventilation systems. Incubator Program Tenants must agree to consult regularly with staff members, who provide ongoing assistance to establish a plan for technical assistance and training. The total length of tenancy by a business is dependent on various factors, including the growth and maturity of the Incubator Program Tenant itself. Average Incubator tenancy is 3-5 years, with a maximum of 5 years.

Insurance: Incubator Program Tenants must carry a minimum of one million (\$1,000,000) premise liability to cover bodily injury and property damage. Western Colorado Business Development Corporation and Riverview Technology Corporation must be listed as additional insured.

ACH Withdrawal: As an additional service to Incubator Program Tenants, BIC provides the option for tenants to have their monthly rent automatically withdrawn from their business account at no additional charge. As an Incubator Program Tenant, you can opt-in to the ACH withdrawal system by filling out the ACH withdrawal form in Appendix C.

Security Deposit: Incubator Program Tenants are responsible for providing a Security Deposit equal to the first month's rent of the most recent Lease or Lease Addendum. **Incubator Program Tenants must provide the security deposit, the first month's rent and evidence of insurance before occupying space.** The terms and stipulations of this deposit are explained in the Lease Agreement.

Program Graduation Policy

Incubator Program Tenants may be graduated or choose to graduate from The Incubator Program if program management determines the company has met one or more of the following conditions:

- The Incubator Program Tenant has completed 5 years in the Incubator Program.
- The Incubator Program Tenant reaches annual sales of \$10,000,000, is financially stable, and has steady positive cash flow.
- Space requirements of the business exceed Incubator Campus capacity.
 - The tenant is in need of additional space and BIC is unable to provide it.
 - The tenant occupies 20% or more of BIC rentable space.
- Ownership in the company changes significantly since acceptance into the program (new ownership can reapply to the program).
- The Incubator Program Tenant provides appropriate notice as prescribed in the Lease Agreement.

Management Assistance

Consulting: The Program Directors, support staff and other consultants provide ongoing assistance to Incubator Program Tenants for technical help and training. Consultations range from quick answers on accounting issues to help in launching a new product or service. The Incubator Center is uniquely poised to offer a broad range of business assistance based on complimentary programs offered on site.

Colorado Small Business Development Center (SBDC), partially funded by the U.S. Small Business Administration, provides business consulting and technical assistance as well as workshops to Mesa County's small business community. The SBDC can provide information on licensing, legal issues, finance, marketing, intellectual property, and more. Contact the Front Desk to make an appointment or reserve space in a class.

The Business Loan Fund is a lending program operated by BIC. The Loan Fund makes commercial loans to qualified for-profit Mesa County businesses that are not able to get their financing needs met by traditional lenders. Any Mesa County business is eligible to apply to the Loan Fund for funding after first exhausting traditional funding sources. In addition, the "Incubator Bootstrap Fund" is a loan program only available to Incubator Program Companies. It is designed to provide short-term loans to help finance the expenses associated with completing certain contracts or purchase orders. The Loan Fund is available to consult with Incubator Program Companies on financial issues. Contact the Loan Fund for an appointment.

In addition to our in-house services, BIC is tied into local, regional, and national networks enhancing our ability to provide assistance. Contact the Incubator Program Director for a referral.

- Colorado Mesa University & Western Colorado Community College interns are employed on a regular basis to help Incubator Program Companies with various projects.

- Advisors or advisory committees can be developed for each business to provide access to outside experts. The Business owner and the Incubator Center's lead consultants determine the areas where the Incubator Program Company could benefit from outside input.
- Experienced and specialized Small Business Consultants (SBC) are recommended and are available for many projects. The SBC's maintain office hours on site.

Marketing Assistance: The Marketing Manager can assist Incubator Program Tenants with marketing issues including press releases and development of brochures, websites and social media.

Administrative Services

Receptionist – Incubator Program Tenants may receive administrative services for up to 2 hours per month dependent on the availability of the Communications Assistant. Contact the Communications Assistant at the front desk.

Notary Public – Contact the Accounting Department or Loan Fund Department. **Notaries at the Business Incubator Center include Karie Byerly and Bronwyn Malott.**

Mail – Incoming mail to Incubator Program Tenants arrives from the US Postal Service in bulk. The Front Desk will sort the mail Monday through Friday and distribute it to individual, locked mailboxes in the Administration Building. Outgoing stamped mail is picked up Monday through Friday. For extensive mail needs, you may choose to contact Mail Managers by calling 241-1612.

Once a Tenant has left the Incubator Program, their mail will be forwarded for two (2) months from their departure date free of charge. Because mail is delivered to this location unsorted, the USPS will not act on a forwarding notice from the exiting company and will not forward your mail from this address. Please be sure to notify all persons and agencies of your new mailing address. Anything received after the two month period will be returned to sender, (with the exception of bulk mail, which will be discarded). If you wish for a forwarding service to continue past the two (2) month period there will be a **\$10.00 per month fee** payable in advance.

Shipping – USPS, UPS and FedEx deliver daily to the Front Desk in the Administration Building. This makes it easy for companies that do not have full-time office staff to receive packages. You may request direct delivery to your premises by contacting the carrier. You may arrange for pickup of outgoing packages by contacting the carrier. All outgoing packages must be brought to the Front Desk, the designated pickup site. UPS Packages can also be dropped in the UPS Drop Box outside of the Administration Building. UPS picks up M-F at 5:00pm. Carrier info: UPS – www.ups.com or 245-0974; FedEx www.fedex.com or 1-800-463-3339

Shared-Use Equipment

The following equipment is available to Incubator Program Tenants at no cost, unless otherwise indicated:

A telephone system with voicemail and equipment to handle designated phone number(s) for an Incubator Program Tenant is available for a fee. The system includes voice mail, intercom and other features. The cost includes the rental of a phone in the pricing structure, which can be found in Appendix B. Tenants located at BIC wishing to have an office phone are required to use BIC's telephone system. Contact the Incubator Program Director for questions or to have a phone line set up; you will be able to keep the phone number once you exit the program.

Copy machine is available in the Administration Building. Incubator Program Tenants are charged \$0.05 per single-sided copy, \$0.10 for double-sided copies, and \$0.25 for color copies. Management reserves the right to impose maximum usage limits. Contact the Incubator Program Director or the Accounting Department for a copy code to ensure access to all machines.

Color Scanner is available in the Administration Building. Management reserves the right to impose maximum usage limits. Contact the Incubator Program Director for a copy code to ensure access to all machines.

FAX machines are available in the Administration Building (970-241-0771). Charges are assessed for long distance faxes only.

A postage scale is located in the central office copy room.

Laptop computer and telephone are available for tenant use in the lobby area. Please limit time to 1 hour/day.

Laptop computer, projector and screen are available on a reservation basis through the front desk.

A pallet jack and dolly are available for use - contact the front desk or maintenance.

Forklift services are available by appointment and need to be scheduled 24 hours in advance. Contact the front desk to schedule time.

Access to Conference and Training Rooms, is available to tenants two days a month at no charge. If additional days are needed please see Incubator Program Director for terms and conditions. These rooms are available to you only to be used for activities directly related to your business. Companies outside of the Incubator Program are charged \$75 for ½ day or \$150 for a full day. Please contact the front desk to reserve your time. These rooms are available on a first come, first serve basis. Notice must be given at least 7 days prior to your event. Companies outside of the Incubator Program must carry a minimum of \$1,000,000 premise liability to cover bodily injury and property damage. Western Colorado Business Development Corporation and Riverview Technology Corporation must be listed as additional insured.

Membership in an Entrepreneurial Community

Collaboration among peers is one of the most important benefits to being part of the BIC community. Incubator Program Companies benefit from continual interaction with their peers.

“The networking aspect of the Incubator was a great help to Tusca, from brainstorming with other tenants and sharing vendors to obtaining contracts that bundled services. The energy of the Incubator was a constant course of inspiration during the early years of quick development.”
Tysen Manros, Tusca II, Incubator Program Graduate and INC 500 awardee.

Activities and Resources:

Communications – Incubator Program Companies will be subscribed to regular email campaigns to keep informed about events, workshops and resources available to entrepreneurs.

Social Networking – BIC is very supportive of social networking tools as a method to enhance and broaden our community. We encourage all Incubator Program Companies to participate.

LinkedIn: <https://www.linkedin.com/company/business-incubator-center>

To learn more about how to use LinkedIn to help grow *your* business go to:
<https://smallbusiness.linkedin.com/>

Facebook: BIC is on Facebook <https://www.facebook.com/GJIncubator/> . Like our page to learn about upcoming events, news, and community happenings.

BIC Tenant Only Facebook Group – request to join the tenant only Facebook group to stay current on campus updates, network, and share your news.
<https://www.facebook.com/groups/BICtenants/>

Twitter: BIC is on Twitter https://twitter.com/Biz_Incubator

Instagram: BIC is on Instagram as @gjincubator

Training Classes – Offered through the Small Business Development Center (SBDC). Classes cover such topics as marketing, taxes, bookkeeping & financial statements, and the in-depth Leading Edge business plan program. These are available at a reduced rate to Incubator Program Companies and their employees (\$100 off of the Leading Edge Business Plan Program and 50% off other workshops and classes).

Trade Shows and Showcases – Through the Incubator Program, Incubator Program Tenants have the opportunity to participate in trade shows and business showcases, often free of charge.

Tenant Mixers – Incubator Program Companies are highly encouraged to participate. These are excellent networking and marketing opportunities.

The GJmakerspace – The GJmakerspace is an open source group committed to sharing knowledge, providing access to technology and helping entrepreneurs develop their marketable ideas. The GJmakerspace is located on the BIC campus, fees will apply. Please see the Director of the GJmakerspace for more information.

FWorks Coworking – FWorks is a coworking space located at BIC’s Fruita Satellite Office at 325 E. Aspen Ave., Fruita, CO. Tenants can access FWorks for free. Please see the front desk or the Incubator Program Director for more information – www.fruitaworks.org.

Enterprise Zone – BIC is located in a designated Enterprise Zone. Thus, Incubator Program Companies can qualify and benefit from state tax incentives including, among others:

- A \$1,100.00 per new job tax credit, and
- A state tax credit of 3% on qualifying investments.

For more information see our website at www.gjincubator.org or contact the Enterprise Zone Program Administrator.

Chamber of Commerce Membership – Incubator Program Tenants are encouraged to join the local Chambers of Commerce as finances allow. BIC partners actively with the Grand Junction Area, Fruita and Palisade Chambers in their efforts to support our business community.

Grand Junction Area Chamber of Commerce (GJACC) offers special incentives to Incubator Program Companies:

- Incubator Tenants can attend many of GJACC events and programs at the member rate under the membership maintained by BIC. This includes Business After Hours, Networking at Noon, Business Showcase, and the like (exceptions include the Leads groups).
- The GJACC offers the first year of membership at the “Business” level for half price. (Incubator Program Companies who join at “Entrepreneur” level or above do not receive a discount).
- GJACC members are listed in the Chamber directory and web page, and are entitled to all the benefits of membership including discounts and inclusion in Chamber events. See www.gjchamber.org for more details.
- The Chamber holds a ribbon cutting for all new businesses and recognitions for expansions and new locations. This provides excellent publicity! You can call the GJACC at 242-3214 to arrange for the ribbon cutting.

Fruita may be an important part of your business network and we encourage Incubator Program Tenants to become active in the Fruita Chamber. In support of the Incubator Program, the **Fruita Chamber of Commerce** offers special membership incentives:

- The Fruita Chamber of Commerce offers the “Small Business Membership” at half price to Incubator Program Companies for the first year.

- Fruita Chamber members are listed in the Chamber directory and web page, and are entitled to all the benefits of membership including discounts and inclusion in Chamber events. Members also receive preferred referrals on inquiries about area businesses and services. See www.fruitachamber.org for more details.
- The Fruita Chamber holds a ribbon cutting for all new Chamber businesses, expanding businesses and new Chamber members. The photo is published on The Daily Sentinel Chamber Page and in the Chamber newsletter. Become a member and call the Fruita Chamber at 858-3894 to arrange for the ribbon cutting.

The Palisade Chamber of Commerce provides you with opportunities to boost awareness of your company to potential customers and business professionals and to be included in the Community Directory and newsletter as well as discounts on booth space for events. To become a member call, (970) 464-7458.

Rocky Mountain Business Incubation Association (RMBIA) – Free usage of RMBIA members’ facilities throughout the state for meetings, networking, etc. and access to technical assistance specialties of RMBIA Incubators’ staff. Arrangements can be made through the Incubator Center Executive Director, Jon Maraschin.

International National Business Incubation Association (INBIA) – Incubator Program Tenants can take advantage of the following INBIA member privileges: discounted payroll services, insurance products specially designed and priced for small businesses, low cost bankcard processing, discounted rates on market information, and many other services.

Internet Access

BIC has made a significant investment into our technology infrastructure. Current broadband speed is Gigabit (1000Mbps) up and down; internet speed will be increased as demand and usage increases.

Tenant companies have access to BIC Broadband. A router that handles gigabit speed will need to be provided by the tenant company.

Any illegal usage of the internet (unauthorized downloading of movies, etc., considered copyright infringement and subject to the Digital Millennium Copyright Act “DMCA”) will result in immediate termination of incubator privileges, potential fines and likely eviction.

IT Help

BIC is willing to help with the initial set up of the router, but any further IT issue will be in the hands of the tenant company.

Access to Premises

Keys: BIC is responsible for keying all spaces and will provide an Incubator Program Tenant with up to three keys for the Premises. An Incubator Program Company shall pay \$3 for each additional key. No Incubator Program Tenant shall alter any lock or install a new or additional lock or any bolt on any door of its premises. An Incubator Program Tenant will receive pass codes for the main and distribution gates and exterior doors. All keys must be returned to The Incubator Center upon the termination of the Lease Agreement and gate codes will be deactivated. Should the Incubator Program Tenant fail to return all keys, the Incubator Program Tenant will be charged for the cost of rekeying the space. Key audits will occur on an annual basis and Program Managers can do additional key audits at any time.

Security: BIC assumes no responsibility for the security of the property or the personal property of the Incubator Program Tenant, its employees, or invitees. The main security gate is programmed to be open during business hours and may be closed on weekends. Gate codes are provided to Incubator Program Tenants to enable their ingress and egress at any time. Codes are changed upon termination of each Lease, or upon request from an Incubator Program Company. Each Incubator Program Tenant shall see that the doors of its Premises (including exterior doors of occupied building) are closed and securely locked upon exit each day. Each Incubator Program Tenant must keep their gate codes confidential; these gate codes should not be given out to any clients or guests of an Incubator Program Tenant.

Common Areas: In addition to the Premises, the Incubator Program Tenant shall have a non-exclusive right to access to such common areas as BIC determines to be necessary to the use of the Premises, including break rooms, restrooms, paint booth, loading dock, copier and fax locations, and mailboxes. An Incubator Program Tenant may, at no charge, reserve access to Conference Rooms and Training Room as available. The sidewalks, passages, exits, entrances and stairways of the Premises shall not be obstructed by any of the Incubator Program Tenants or used by them for any purpose other than for ingress to and egress from their respective Premises.

Inspection & Repairs: BIC staff or its agents may enter an Incubator Program Tenant's premises at any reasonable time in order to inspect them. If the Incubator Center deems any repair necessary for which the Incubator Program Tenant is responsible, BIC may demand that the Incubator Program Tenant perform the repair. If the Incubator Program Tenant refuses or neglects to make the repair in a reasonable time, BIC may make the repair and charge the Incubator Program Tenant in accordance with Section 6 of the Lease Agreement. BIC may enter the premises at reasonable times to install or repair pipes, wires or other appliances or to make any repair BIC deems essential to the use and occupancy of the other parts of the Building. BIC shall give reasonable advance notice to an Incubator Program Tenant of its intention to make non-emergency repairs.

Tours: BIC is an organization supporting business development within the community. Tours of the Property are frequently provided to government officials, students, prospective Incubator Program Tenants, and others. As tours can be a marketing tool for the Incubator Program Tenant itself, Incubator Program Tenants shall accept and provide support for tours as business allows. Every effort shall be made by BIC staff to provide notice to an Incubator Program Tenant before the occurrence of such tours.

Parking: Parking is available for serviceable business-related passenger vehicles with current Colorado registrations that are moved at least once during each 7-day period. BIC may, from time to time, assign parking spaces to an Incubator Program Tenant and may require specific areas to be designated for Incubator Program Tenant’s customers, invitees or employees.

Exterior Spaces: Exterior storage fees will apply to any materials stored outside, including but not limited to loose items, storage sheds, equipment, and trailers. Incubator Program Tenants must receive written permission from BIC to use exterior storage facilities, and will pay a monthly storage fee as described in the current year’s Incubator Pricing Policy (see Appendix A). In order to maintain a professional entrepreneurial environment, fines will be assessed for any items stored without permission. Vehicles or loose items stored longer than 14 days will be assessed a fine of 10 times the above rates, based on square footage occupied.

Care of Premises

Emergency contact for property maintenance issues: Please call 1-800-937-5724. For non-emergency issues or issues during normal working hours please call the Front Desk at 970-243-5242 or email at gjincubatorworkorders@gmail.com.

Smoking is not permitted inside any building on the Property. Smokers must dispose of all waste in an appropriate receptacle.

Incubator Program Company Maintenance Responsibilities: Incubator Program Tenants shall be responsible for routine maintenance, upkeep and cleaning of the Premises. BIC provides janitorial services for common areas; however, Incubator Program Tenants are responsible for the cleaning of refrigerators and other common appliances. An Incubator Program Tenant and their employees must observe strict care and caution that all water faucets, water apparatuses and utilities are shut off before exiting the premises and will be financially responsible should waste or damage occur to the facility through oversight. The toilet stalls, toilets, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed; no foreign substance of any kind shall be disposed of in the toilet or down the drain. The expense of any breakage, stoppage or damage resulting from violation of this rule shall be borne by the Incubator Program Tenant who, or whose employees, agents or invitees, shall have caused it. An Incubator Program Tenant shall, at its expense, install and maintain under all caster chairs a chair pad or acceptable “carpet casters” to protect the carpeting in appropriate spaces.

Incubator Maintenance Responsibilities: All maintenance issues should be reported to gjincubatorworkorders@gmail.com. If you need additional help moving equipment, furniture, etc. please contact the front desk—additional charges may apply.

Repairs & Alterations: The Incubator Program Tenants shall not perform any act or carry on any practices that may injure the Premises or be a nuisance or a menace to other Incubator Program

Companies on the Property. An Incubator Program Tenant shall, at its own expense, keep the Premises in good repair, and will, at the expiration of the Lease Agreement, leave the Premises in like condition as when it was taken, reasonable use and wear thereof and damage by the elements excepted. **The Incubator Program Tenant shall not make any alterations, additions or improvements to the Premises without the Incubator Program Director's written consent.** A written plan showing proposed alterations must be submitted and approved by the Executive Director prior to any alterations. This submission should address who will perform the work, what is the purpose of the alteration, how jobs or profits will be affected and how the alterations will be paid for. Licensed contractors shall perform any electrical work & plumbing. It is the policy of the Incubator not to provide 100% funding participation in the alterations requested by an Incubator Program Tenant. Contribution to cost, if any, by BIC will be negotiated, with each Incubator Program Tenant based on the relative benefit and/or burden of the alterations. For improvements over \$500, BIC may negotiate to amortize leaseholds for the Incubator Program Tenant. All alterations, additions and improvements made by either party upon the Premises during the Term hereof, except movable office furniture and trade fixtures put in at Incubator Program Tenants expense, shall become the property of BIC at the termination of the Lease Agreement. Incubator Program Tenant covenants to pay as they become due all just claims for labor and materials used in making any such additions, alterations, or improvements and to indemnify and save BIC harmless of and from all costs, expenses, and damages, including reasonable attorneys' fees and costs of suit, arising out of or connected with any statutory or other liens against the Premises, the Building or the Property for or on account of such labor and materials. Incubator Program Tenant covenants both for itself and its servants, agents, and employees, to observe and keep all necessary rules and regulations of the Building which affect said Premises and will at its own cost and expense make any and all necessary alterations or changes in the Premises which may be necessary because of any act of the Incubator Program Tenant, its servants, agents, and employees, in violation of any law, ordinance, rule or regulation of any city, state or government body. Upon the failure of the Incubator Program Tenant to make or proceed to make, any such changes or alterations within thirty (30) days after being required to by any other rule, regulation or ordinance above referred to within ten (10) days of the receipt of said order or notice, then BIC may enter the Premises at its option and do and perform said alterations or make such changes at the cost and expense of the Incubator Program Tenant, which said expense shall be deemed as rent and added to the next monthly installment of rent then accruing and be collectable as such.

Pets: Incubator Program Tenants who bring pets to the Premises must clean up all messes anywhere on the Property. **A \$50 fine per mess will be charged to an Incubator Program Tenant who does not pick-up after their pet.** No pet shall be allowed on the Property without the presence of its owner.

PET MEDICAL INFORMATION: Appendix D

We know how much joy and fun our animals can bring to the work environment. Therefore, we encourage your pets to be part of the Incubator scene. Here are some simple guidelines to follow to make it safe for everyone on campus.

1. From a public health perspective, all animals are required to have proof of Rabies and should be licensed with Mesa County. You can leave a copy of this verification with the front desk. The

dogs visiting the anchor tenant, Angels in the Making, will present paperwork to that business and kept on file with that business.

2. All dogs should be vaccinated for and up to date on their vaccines for Distemper and Parvo virus. These diseases are extremely contagious and can be transmitted by the wildlife that visits our campus on occasion such as foxes and raccoons. A copy of the proof of these vaccines can be left at the front desk. Angels in the Making will maintain the vaccination records of dogs visiting that business.
3. Cleaning up after your dogs that visit the park and grassy area near the services building and along the trail behind the pond is a requirement of the person handling the dog at the time the potty incident occurs. Failure to clean up after your pets, or dogs visiting the campus may be reported to the front desk staff.
4. All dogs visiting the campus need to be controlled on leash or by voice command and are not allowed to be running at large unaccompanied by their owners. **Any dogs acting aggressively or threateningly to others on campus will not be allowed to return to the campus.** These incidents may be reported to the front desk so action may be taken. For your information, Angels in the Making works with aggressive dogs on occasion in a rehabilitation program. These dogs are to be managed by their owners or by company owner Teri Thomas; the area will be blocked off by orange cones as a visual cue to others on campus to be aware of their presence. If anyone feels **uncomfortable or threatened by these dogs, please report the incident to the front desk.**

The owner of the dog agrees to observe the following guidelines. Authorization is granted at the sole discretion of BIC and can be revoked at any time.

- Owner will be solely responsible for all clean-up inside and outside the building(s).
- Owner will immediately clean up any accidents or messes using appropriate clean-up and disinfectant measures.
- Owner will not bring to work a dog that has not been fully house trained.
- **Owner understands that your dog will be permanently banned after three accidents if not cleaned up by owner (cleanup may include carpet shampooing).**
- Owner will not bring a dog to work that is ill or behaving abnormally and will remove the dog from the premises if it becomes ill while on BIC property.
- Owner will not bring a dog to work that has bitten or is aggressive, destructive, or excessively vocal.
- Owner must control the dog at all times, including using a leash while walking the dog, and some form of appropriate containment in their work area. If you allow your dog to roam beyond your workspace, you will not be allowed to have your dog on campus.
- Owner has sole responsibility for care of the dog while on BIC property.
- Owner must keep a supply of plastic bags with ties at all times and is responsible for the appropriate disposal of dog waste.

- No dogs will be allowed in the following areas: main building (unless leashed/under control), food preparation areas, serving and dining areas, restrooms, mechanical rooms, kitchen areas, and any such areas as designated by the Incubator Management or Executive Director.

Should pets in any way significantly impede the business of other Incubator Program Companies; such pets will no longer be allowed on the Property. Each company who brings a pet to work is required to sign and return a “Bring Your Dog to Work Authorization and Release” form.

Trash & Recycling: Trash and recycling services are included in monthly rent. Incubator Program Tenants shall place trash generated from normal business use in appropriate receptacles on the Property. Dumpsters are located on the southeast side of the Manufacturing Building, on the north side of the Services building, and between the Technology and Training buildings. Containers for recycling office paper are located in the copier rooms in the Manufacturing, Services and Administration buildings. Recycling containers for cardboard, newspapers, magazines, glass and aluminum cans are on the east side of the Manufacturing building. Items from other locations or in violation of local codes (including computers and other electronics) *cannot* be accepted. Incubator Program Tenants with extraordinary trash needs can arrange additional pickups through the BIC Maintenance Manager and will be responsible for monetary charges pertaining to such service.

Lighting: BIC shall be responsible for maintenance of lighting systems in common and exterior spaces as well as maintenance of ballasts in all spaces on the Property. Light bulbs and changing thereof shall be the responsibility of the Incubator Program Tenant. An Incubator Program Tenant may request assistance from the Maintenance staff and will be billed for services except in extraordinary circumstances as determined by the Incubator Program Manager. Incubator Program Tenants may purchase replacement bulbs from the Incubator Program Management Team.

Signage: BIC shall provide uniform signage for an Incubator Program Tenant outside the space; exterior signage can be acquired for a nominal fee. No other signage is permitted without express written consent of the Incubator Program Director, although permission shall not be unreasonable withheld. Please provide information and logo materials to a Program Director.

Vending: Vending machines are provided and maintained by BIC or a BIC’s agent. An Incubator Program Tenant, its employees or guests may not install other vending equipment on the Premises nor tamper with existing equipment. Extraordinary damages shall be the responsibility of the Incubator Program Company.

Quiet Enjoyment: All Incubator Program Tenants have the right to peaceably and quietly have, hold, and enjoy the Premises for the duration of the Lease Agreement. No Incubator Program Tenant is permitted to disturb the quiet enjoyment of another outside the normal course of business. Loud music and animals are examples of such.

Complaints: Complaint forms are available at the front desk. Any complaints will be investigated and addressed in a timely manner.

Discontinuation or Exit

An Incubator Program Tenant may be given a 30-day notice to leave the program and the premises for any one of the following reasons:

- Incubator Program Tenant business closes.
- Incubator Program Tenant repeatedly fails to adhere to the covenants prescribed in the Lease Agreement.
- Incubator Program Tenant falls more than **three** months behind on lease payments.
- Not paying employees or subcontractors

Rules and Regulations

BIC and Incubator Program Tenant hereby agree that the preceding covenants are for the benefit of each Incubator Program Tenant and the operation of the entire Incubator Program. BIC is authorized to create these covenants and may change them at BIC's option. BIC reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Premises, and for the preservation of good order therein.

BIC may waive any one or more of these Rules and Regulations for the benefit of any particular Incubator Program Company or Incubator Program Companies, but no such waiver by BIC shall be construed as a waiver of such Rules and Regulations in favor of any other Incubator Program Company or Incubator Program Tenants, nor prevent BIC from thereafter enforcing any such Rules and Regulations against any or all of the Incubator Program Tenants of the Premises.

These Rules and Regulations are in addition to and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of the Premises.

Appendix A: Incubator Pricing Policy

The purpose of BIC's Incubator Program is to assist new, expanding, or fledgling small businesses by providing affordable space, shared administrative/office services and equipment, along with management assistance services, thus helping businesses succeed, creating new jobs and bringing new dollars into the area economy. With more than 20 years of experience in this practice, the Incubator has proven that a graduated rent scale on a 5-year schedule based on tenants' anniversary dates is best suited to meet this objective. First year tenants pay 75 percent of Fair Market Value (FMV). Each year, tenants pay an additional 5 percent of FMV, (example 80 percent second year, 85 percent third year, etc.) Anchor tenants (those not fitting within the traditional mission of the Incubator Program) shall pay 100 percent of Fair Market Value or a higher negotiated rate. All tenants pay an additional Incubator Program fee of \$95 per month.

LEASE RATE CALCULATION: Leases are created based on Gross Square Footage, or usable square footage as dictated by the site maps plus 15% for common area usage (i.e. hallways, bathrooms and conference facilities). Minimum payments on all spaces are \$245 per month.

UTILITIES: Power, gas, water, sewer, trash are included in the monthly lease fee except in the Manufacturing Building. In the Manufacturing Building, tenants pay an additional fee equal to their pro-rated portion (based on square footage) of ½ of electrical charges. Additional services, such as phone, are not included in the lease agreement.

2019 FAIR MARKET VALUE (price is per gross square foot)

COMMERCIAL SPACE:

Manufacturing with overhead door	\$9.50 (plus electrical charge-back)
Manufacturing without overhead door	\$9.00 (plus electrical charge-back)
Technology upstairs	\$9.50
Technology downstairs with overhead	\$9.50
Technology downstairs without overhead	\$9.00
Services offices	\$9.50

EXTERIOR: An Incubator Program Company must receive written permission from BIC staff for any vehicles, trailers, storage units, loose items, etc. that are located on BIC grounds longer than 7 days. No fee will be charged for serviceable business-related passenger vehicles with current Colorado registrations that are moved at least once during each 7-day period. Tenants may store approved loose items in a designated location at no cost with the written consent of the Incubator Program Director. Approval may be granted for business-related items that may not fit into a standard storage unit (example: utility poles). Long-term storage will be leased to tenant companies based on square footage of unit/space; current rate is \$50 per 4'x10' space.

In order to maintain a professional entrepreneurial environment, fines will be assessed for any items stored without permission. Vehicles or loose items stored longer than 14 days will be assessed a fine of 10 times the above rates, based on square footage occupied.

Appendix B: Incubator Program Phone Pricing

WDBDC Phone Service Example

Service Options:

Desk Phone	x_1_	\$_45.00_	<u>\$ 45.00</u>
Includes a voice mail box, caller ID, conferencing, speaker phone, one published number			
Addition extensions	x 2	\$20.00	<u>\$ 40.00</u>
Auto Attendant	x_1_	\$__included__	
Can answer with a greeting and offer caller options for individuals or to leave a message			
Analog Line	x_2_	\$_25.00_	<u>\$ 50.00</u>
For fax or cordless phone (equipment not provided)			

Options:

Unified Messaging	x__	\$0__	One time set up charge \$15.00
Will forward copy of voice mail message to an email address			
Can be used to retrieve voice mail messages with smart phone or remote location			
Call Forward External	x_1_	\$_2.500_	<u>\$ 2.50</u>
Can route office calls to outside number: i.e. cell or home phone			
Direct Inward Dial (DID)	x1__	\$_2.50_	<u>\$ 2.50</u>
Direct number for an individual, separate from main number. Can use as a personal contact number			

Long Distance Calling:

Will be billed at \$.05 cents per minute for domestic US.
International calls will be billed as charged to the WDBDC.
A monthly report of calls can be provided for reference.

Total: \$140.00

WCBDC Phone Survey Form

Tenant Questions:

Number of published telephone numbers that will be ringing in: _____

Number of telephones needed in the unit for use: _____

Number of Analog devices needed: Fax, Cordless or Credit Card Machine _____

Number of Telephones that will have voice mail boxes: _____

Will you want an Auto Attendant: for night___ for Day___

Options:

Unified Messaging for messages left:

Call Forward External:

Direct Inward Dial-for individual employees:

Other Needs:

Wireless Headset: x_____ \$340.00