

10 Saint James Ave  
&  
75 Arlington Street

Tenant Handbook



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## Building Description

**10 Saint James Avenue** is a Class A, LEED-Gold Certified mixed-use office and retail building in Boston's historic Back Bay. This modern, 20-story glass and masonry tower was built in 2000 with a dramatic glass-enclosed galleria connecting the property to the iconic 75 Arlington Street building.

**75 Arlington Street** was built in 1913 and its 10 stories were substantially renovated in 2013. While 75 Arlington originally served as one the home of Paine Furniture, one of Boston's venerable early manufacturers and retailers, the building retains the charm of yesteryear with dramatic columns and rich historical detail while renovations have equipped it with modern infrastructure and mechanical systems.

In addition to the galleria connecting the two buildings, there are numerous on-site amenities at the property including fine dining, a fitness center, and a 400-space below-grade parking garage.



# General Policies

## Contact Information

As a central reference, the following contact information is listed for your convenience:

Contact	Name	Phone	Email
General Manager	<b>Joe Griffin</b>	m 860-682-0319	<a href="mailto:Joe.griffin@nrmk.com">Joe.griffin@nrmk.com</a>
Assistant Property Manager	<b>Lydia Noonan</b>	m 781-325-2228	<a href="mailto:Lydia.noonan@nrmk.com">Lydia.noonan@nrmk.com</a>
Tenant Services Coordinator	<b>Caitlin O'Steen</b>	m 617-451-9436	<a href="mailto:Caitlin.Osteen@nrmk.com">Caitlin.Osteen@nrmk.com</a>
Chief Engineer	<b>Chris Hargraves</b>	m 617-828-3712	<a href="mailto:Christopher.hargraves@nrmk.com">Christopher.hargraves@nrmk.com</a>
Lead Engineer	<b>Bryan Sherman</b>	m 774-266-6139	<a href="mailto:Bryan.sherman@nrmk.com">Bryan.sherman@nrmk.com</a>
Parking Garage Manager	<b>Yosief Woldegiorgis</b>	m 617-482-6613	<a href="mailto:ywoldegiorgis@vpne.com">ywoldegiorgis@vpne.com</a>
Security Director	<b>Laury Compere</b>	M 857-337-7085	<a href="mailto:lcompere@nsecurity.com">lcompere@nsecurity.com</a>
Security Front Desk	<b>Northeast Security</b>	m 617-357-0961	<a href="mailto:10stjamespvr@nsecurity.com">10stjamespvr@nsecurity.com</a>

## Business Hours & Holidays

### OFFICE HOURS

Monday-Friday 8:30AM-5PM

Access to the Galleria is available 24x7.

### BUILDING HOLIDAYS

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

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## PROPERTY MANAGEMENT

### SECURITY

Security coverage is provided 24 x 7. During normal business hours, officers are posted in the 75 Arlington Lobby, Galleria Security Control Center, Loading Dock, and also perform frequent patrols throughout the property. Security is trained to respond to all emergencies and will dispatch calls to the appropriate contact as required. If you need to contact security, please call the Security Control Center at (617) 357-0961.

### ELEVATORS

Each elevator cab is equipped with two-way communication linked directly to the Galleria Security Desk. If the elevator operation experiences difficulties, press the call to contact security who will then elevator service technician for immediate assistance.

### ACCESS CARDS

To order a new Photo ID Card for a new employee or a replacement ID, please put in a work order through Building Engines. Security will issue the new or replacement badge.

### VISITOR ACCESS

Tenants and their employees are welcome to have visitors to the building. To help expedite the check-in process, every visitor must be pre-registered on Building Engines. Please note that proper identification is required for building admittance.

TENANT SERVICES		
Overtime HVAC	\$100.00	per hour
Security Details	\$46.50	per hour
Engineering Labor	\$57.00	per hour
Engineering Labor OT Rate	\$88.00	per hour

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## PROPERTY MANAGEMENT

### Work Order Requests

Both buildings use Building Engines for our work order system. Please contact Lydia Noonan at [Lydia.noonan@nmrk.com](mailto:Lydia.noonan@nmrk.com) or any member of the property management team for assistance in creating your Building Engines account. Below you will find an overview of the types of work orders you can place through Building Engines.

#### AFTER HOURS AIR

If you would like to schedule overtime HVAC in your space, a work order must be submitted at least 2 business days in advance. Normal building HVAC hours are M-F (8AM-6PM) and Saturdays (8AM-1PM). The current rate for overtime HVAC is \$100/hour (per floor). Please specify the date and time you would like this scheduled when placing the work order.

#### BADGES

To request a building badge, please place a work order with the employee's name and photo attached. Badges are \$25.00 per card.

#### CLEANING

For additional cleaning requests, please submit a work order. This includes the following: accidental spills, specific areas needing vacuuming or deep cleaning, removal of pallets, recycle bin removal or delivery, time specific requests, etc. Please provide as much detail as possible in the work order so that our cleaning team can properly assist with your request. Please be sure to list the issue type as "Cleaning" as this is how our cleaning team is notified of your request.

#### SECURITY DETAIL

A work order must be submitted 2 business days in advance to schedule a security detail so that we can properly staff our security team. Security details are required to supervise any vendors in the building if a tenant representative is not available. Security details charges are \$46.50 per hour and there is a 4-hour minimum. When submitting a work order for this, please include the requested date, time, and name of vendor to be escorted.

#### TRASH/RECYCLING REMOVAL

Please place a work order when requesting the delivery or removal of recycling bins to/from your space.

#### ENGINEERING WORK ORDERS

Please place a work order for any of the following types of requests: Electrical, Furniture/Electronics Removal, Hot/Cold Calls, Keys, Lightbulbs, Plumbing. Depending on the scope of the work, this request may be billable for labor and materials.

#### MISCELLANEOUS

If you have a request that does not fall under the categories listed, we encourage you to place a work order under "Miscellaneous" with a detailed description of your request so that the building staff can properly assist.

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## PROPERTY MANAGEMENT

### Janitorial Service

Janitorial service is provided weeknights after 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.

Please do not place any object near or against trash receptacles if the material is not to be thrown away.

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.

Day porters are on duty weekdays to keep the lobbies, corridors, restrooms, and other common areas clean during working hours. If you observe a janitorial problem, please enter a service request through the online work order system.

### HVAC

Heating and/or air conditioning provided weekdays, 8:00 am – 6:00 pm and Saturday mornings per your lease agreement. Base building HVAC is not provided during holidays or Sundays unless specifically requested. If after hours HVAC is required, please contact the Management Office via the online work order system, [www.10stjames.com](http://www.10stjames.com) or [www.75arlington.com](http://www.75arlington.com) at least 48 hours in advance. The current rate for overtime HVAC is \$100/hour.

### Bicycle Storage

Bicycle storage racks are located on level P1 of the garage. Controlled access for bicycle storage room is also located on P1. This amenity is available to building employees only at the current rate of \$25/month per bicycle. For more information, please contact the parking office at 617-482-6613.

### 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:

- Complete the Contractor Access Request form which can be found at the building website under the parking tab.
- A vendor shall be permitted access to the building pursuant to the request of a tenant and only for the purpose of direct deliveries to the specified suite. A Contractor Access Form should be completed in advance in order to avoid unnecessary delays.
- 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 Contractor Access Request Form (found in the Forms 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 consistent with building requirements.

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## PROPERTY MANAGEMENT

### Rent Payments

Rent payments are due according to the terms set forth in your lease agreement. All rent payments should be delivered to the Newmark Management Office located on the basement level of 75 Arlington Street. Please contact the Management Office for wiring instructions.

### USPS Mailbox Locations

10 St James tenant mailboxes are located at the B1 level of 10 St James Avenue. 75 Arlington Street receives door-to-door mail delivery. Mail drop off is available at the B1 level of 10 St James Avenue. USPS mailboxes are located outside of the Galleria entrance on St James Avenue.

### Express Mail Service

FedEx drop boxes are located in the basement level of 75 Arlington Street outside the management office.

### Deliveries

All deliveries should be made via the building's loading dock located on the Stuart Street side of the property.

### Recycling

Management employs a single stream recycling program. Only food and food contaminated waste should be discarded in trash barrels and all recyclable materials should be placed in blue recycle barrels. Trash and recyclable materials are removed weeknights as part of daily cleaning. During normal business hours, large recycle bins can be emptied and returned by entering a work order through the building website. E-waste and Batteries can be recycled by entering a service request. For more information about recycling please call the Management Office at 617-451-9436.

### Door Signs / Directory Information

When ordering signage, all details must be submitted in writing to Newmark. This request must be approved and signed by an authorized representative of the Tenant's company. No signs or advertisements of any kind can be placed on the premises without Newmark prior approval.

### Smoking Policy

10 Saint James and 75 Arlington are both "Non-Smoking Buildings" Smoking is not permitted anywhere on the property. Smoking is permitted outdoors, at least 30' from any door.

### Locks

All locks within the building have been installed under a master key system and cannot be altered without Newmark's prior approval. Any problems relating to locks or requests for additional keys should be made to Newmark.



# Loading Dock Use & Freight Elevator Procedures

## Loading Dock Specifications

Clearance at loading dock: 13'  
Loading Dock Height: 13'  
Tractor-trailers are not allowed at the loading dock.

## Freight Elevator Specifications

Maximum weight: 6,000 lbs.

## Loading Dock General Information

All loading dock users must sign in with security prior to leaving any vehicles unattended. We ask that all users to limited standing time to 30 minutes. Vehicles left unattended at the loading dock without first checking in with security may towed at the owner's expense. Users of the loading dock and freight elevator must leave the area(s) clean and free of dust and debris. Storage of construction materials, debris, furniture or other items in the loading dock and/or freight vestibules on building is not allowed.

Tenants, contractors, vendors and other personnel are required to comply with local labor restrictions and policies to ensure harmonious labor relations are maintained.

Use of the building's dumpster is not permitted. Contractors must live-load trash removal. Dumpsters for live loading are allowed at the loading dock after 7:00 p.m. weeknights and all weekend until 6:00 a.m. Monday. Dumpsters should be carefully placed so as to minimize noise and shock to the loading dock and support structures. Full dumpsters must be covered and removed immediately.

Any damage caused to the loading dock, freight elevator or building must be reported to the Management Office immediately.

Users of the loading dock are permitted to have only one vehicle at the dock at one time.

## Freight Elevator Use

All personnel using the freight elevator are required to display and leave a valid photo I.D., sign in and out, and must be authorized to enter by prior approval.

Combustible materials and liquids are not allowed in the building without prior authorization by the Management Office. All combustible materials must be clearly marked with the appropriate labels. All goods loaded onto the freight elevator must be properly contained and secured. Disposal of empty pallets is the responsibility of the delivery provider.

Deliveries to the building must be made through the loading dock entrance and delivered to the various floors via the freight elevator. Use of other entrances or the passenger elevators for freight is prohibited. Care shall be taken when loading heavy items onto the elevator to ensure the weight limit restrictions are not exceeded.

# Moves

## Rules for Move-Ins/Move-Outs

1. All moves are to be performed off-hours either before 8AM or after 6PM.
2. Your tenant representative must be onsite for the duration of the move to oversee the move/movers to ensure the building rules and regulations are being followed, monitor the operation in your space to ensure no damage has been made, and to guide the movers from the loading dock to the freight elevators to your space. If the tenant representative is not available, please place a work order for a security detail to be scheduled for the move. This is billed at \$46.50 per hour per guard.
3. An access form and COI must be submitted to the management office 2 weeks in advance of the move in/move out.
4. The mover must provide and install approved protective coverings on all walls, door facings, elevator cabs and other areas along the route to be followed during the move.
5. Only the freight elevator shall be used for the movement of furniture, equipment and supplies unless prior approval to use an additional elevator is granted by the Management Office.

# Building Rules and Regulations

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises and for delivery of merchandise and equipment in prompt and efficient manner, using elevators and passageways designated for such delivery by Landlord.
2. No awnings, air-conditioning units, fans, or other projections shall be attached to the outside walls of the building. No curtains, blinds, shades, or screens, other than those which conform to Building standards as established by Landlord from time to time, shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord which shall not be unreasonably withheld or delayed. Such awnings, projections, curtains, blinds, shades, screens, or other fixtures must be of a quality, type, design and color, and attached in the manner reasonably approved by Landlord. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be of a quality, type, design, and bulb color approved by Landlord, which consent shall not be withheld or delayed unreasonably unless the prior consent of Landlord has been obtained for other lamping.
3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord except that the name of Tenant may

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## PROPERTY MANAGEMENT

appear on the entrance door of the Premises. In the event of the violation of the foregoing by Tenant, if Tenant has refused to remove same after reasonable notice from Landlord, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant. Interior signs on doors and directory tablet shall be of a size, color and style reasonably acceptable to Landlord.

4. The exterior windows and doors that reflect or admit light and air into the Premises or the halls, passageways, or other public places in the building, shall not be covered or obstructed by Tenant.
5. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the building, nor placed in the halls, corridors or vestibules, nor shall any article obstruct any air-conditioning supply or exhaust without the prior written consent of Landlord.
6. The water and 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, rags, acids or other substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant.
7. Tenant shall not mark, paint, drill into, or in any way deface any part of the Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, and as Landlord may direct.
8. No space in the building shall be used for manufacturing, for the storage of merchandise, or for the sale of merchandise, goods, or property of any kind at auction.
9. Tenant shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the building or neighboring buildings or premises or those having business with them whether using any musical instrument, radio, television set, talking machine, unmusical noise, whistling, singing, or in any other way.
10. Neither Tenant, nor any of Tenant's employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance except such as are incidental to usual office occupancy, provided, however, such items are stored in approved containers in compliance with all applicable Requirements.
11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof, unless Tenant promptly provides Landlord with the key or combination thereto. Tenant must, upon the termination of its tenancy, return to Landlord all keys of stores, offices and toilet rooms, and in the event of the loss of any keys furnished at Landlord's expense, Tenant shall pay to Landlord the cost thereof.
12. No bicycles, vehicles or animals shall be brought into or kept by Tenant in or about the Premises or the Building, unless otherwise approved by management.
13. All removals, or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must

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take place in the manner and during the hours which Landlord or its agent reasonably may determine from time to time. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the building and to exclude from the building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.

14. Tenant shall not occupy or permit any portion of the Premises demised to it to be occupied as an office for a public stenographer or typist, or for the possession, storage, manufacture, or sale of liquor, narcotics, dope, or as a barber or manicure shop, or as an employment bureau. Tenant shall not engage or pay any employees on the Premises, except those working for Tenant at the Premises, nor advertise for labor giving an address at the Premises.
15. Tenant shall not purchase spring water, ice, towels or other like service, or accept barbering or bootblacking services in the Premises, from any company or persons not approved by Landlord, which approval shall not be withheld or delayed unreasonably and at hours and under regulations other than as reasonably fixed by Landlord.
16. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's reasonable opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
17. Landlord reserves the right to exclude from the Building (i) after 6:00 P.M. and before 8:00 A.M. on Business Days and (ii) before 8:00 A.M. and after 1:00 P.M. on Saturdays and (iii) during all hours on Sundays and legal holidays on which governmental offices in Massachusetts or Suffolk County are closed and, if Landlord so elects, during Business Hours and Saturdays between 8:00 A.M. and 1:00 P.M., all persons who do not present a pass (if required) to the Building signed or approved by Landlord. Tenant shall be responsible for all persons for whom a pass shall be issued at the request of Tenant and shall be liable to Landlord for all acts of such persons.
18. Tenant shall, at its expense, provide artificial light for the employees of Landlord while doing janitor service or other cleaning, and in making repairs or alterations in the Premises.
19. The requirements of Tenant will be attended to only upon written application by Tenant's Designated Representative at the office of the building, building employees shall not perform any work or do anything outside of the regular duties, unless under special instructions from the office of landlord, and provided Tenant pays the then Building standard rates for same.
20. Canvassing, soliciting, and peddling in the building is prohibited and Tenant shall cooperate to prevent the same, including, but not limited to, providing Landlord with notice of any such acts when Tenant becomes aware of same.
21. Tenant shall not do any cooking (except in connection with a lunchroom for its employees and visitors to the Premises or in connection with conference room and special function catering), conduct any restaurant, luncheonette, or cafeteria for the sale of food or beverages to its employees or to others, or cause or permit any

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odors of cooking or other processes or any unusual or objectionable odors to emanate from the Premises. In no event will Tenant cook using an open flame, propane, or gas at the Premises other than sterno or another similar heating device customarily used in catering (provided the same is used in accordance with all applicable Requirements). Tenant shall not permit the delivery of any food or beverage to the Premises, except by such persons delivering the same as shall be approved by Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall not be required to use catering services offered by other tenants or occupants of the building.

22. Tenant shall keep the entrance door to the Premises closed at all times.
23. Landlord shall have the right to require that all messengers and other Persons delivering packages, papers, and other materials to Tenant (i) be directed to deliver such packages, papers and other materials to a person designated by Landlord who will distribute the same to Tenant, or (ii) be escorted by a person designated by Landlord to deliver the same to Tenant.
24. Smoking shall not be permitted in any public or common areas of the building.
25. Building fire drills are required by the City of Boston and will be conducted at a frequency to be determined by building management in cooperation with the BFD. It is mandatory that all building tenants participate.

# Certificate of Insurance Requirements

## Coverage Limits

Coverage limits are detailed below.

Commercial General Liability on an occurrence form, including coverage for premises and operations, clients and contractors' protective liability and completed operations for two years after completion of work, broad form property damage, personal, advertising and XCU coverage with limits not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.

Workers' Compensation per statutory limits and employer's liability not less than \$1,000,000 each accident and disease each employee.

Commercial Automobile Liability covering contractors and subcontractors used in performance of work or services with limits not less than \$1,000,000 combined single limit.

Umbrella or Excess Liability with limits not less than \$2,000,000 each occurrence and \$5,000,000 aggregate.  
Professional Errors & Omissions with limits not less than \$1,000,000 per claim with coverage continuing for two years after completion.

Contractor's Pollution Liability with limits not less than \$1,000,000 per loss and \$2,000,000 aggregate with continuing coverage for two years after completed work.

### Additional Insureds

G&E Real Estate Management Services, Inc. DBA Newmark Management  
MT Back Bay One LLC, a Delaware limited liability company, and its beneficiaries;  
Mori America Management LLC, a Delaware limited liability company, and its beneficiaries;  
G&E Real Estate Management Services, Inc., a Delaware corporation doing business as Newmark Management, individually and as agent for MT Back Bay One LLC, a Delaware limited liability company, and Mori America Management LLC, a Delaware limited liability company

### Certificate Holder

G&E Real Estate Management Services, Inc. DBA Newmark Management  
c/o Newmark  
10 St James Avenue  
Boston, MA 02116

Please email certificates to [Lydia.noonan@nrmk.com](mailto:Lydia.noonan@nrmk.com) and [Caitlin.osteen@nrmk.com](mailto:Caitlin.osteen@nrmk.com).