

400 FAIRVIEW

RULES AND REGULATIONS END OF TRIP (EOT) CENTER

The EOT has been installed for the use by employees of tenants of the building as an added tenant-amenity for those who enjoy biking to work or exercising during the day. We hope that you will enjoy the amenities and use them often!

Bicycle Storage Area:

Due to the limited amount of bicycle storage area, the following rules for its use must be followed:

- Access is provided only to employees of tenants that have requested and been granted access through their building access keycard.
- Bicycle storage is limited to employees of tenants of 400 Fairview. Any tenant or employee who permits access to a non-tenant employee (i.e. visitors, clients, etc.) will lose his or her privileges.
- Bicycle type and serial number must be registered with the Building Office for identification purposes only.
- Bicycles must be locked to a rack, with an owner-provided lock.
- **Bicycle racks are for daily use only. Do not leave overnight. Do not leave locks on racks. No exceptions.**
- Bicycles may be required to place a permit on their bicycles for identification purposes.
- **If time restrictions are not followed, Management has the authority to remove the lock and contact the owner for removal.**

Shower Locker Area:

Due to the limited amount of lockers, the following rules for its use must be followed:

- Access is provided only to building employees of tenants that have requested and been granted access through their building access keycard;
- Locker use is limited to employees of tenants of 400 Fairview. Any employee who permits access to a non-tenant employee (i.e. visitors, clients, etc.) will lose his or her privileges.
- **Lockers are for daily use only. Do not leave your locker contents overnight. No exceptions.**
- **Any locks placed on lockers require an employee's access keycard number be written on their lock for identification purposes.**
- **If time restrictions are not followed, Management has the authority to open each locker and remove and dispose of its contents as Management sees fit.**

To ensure a comfortable atmosphere for everyone, please be courteous and respectful to your fellow building occupants. Please keep all areas clean. Shower toiletries should not be left in the shower area. Any articles left behind in any area will be discarded. Thank you!

Management reserves the right to add to, change or delete any of the Rules and Regulations at any time and from time to time as may be deemed necessary or desirable. All signs posted in or about the area shall be considered part of these Rules and Regulations.

Employee Name (Printed): _____ Tenant Name: _____
Employee Cell Phone Number: _____ Access Card Number: _____
Accepted and Agreed: _____ Date: _____
(Employee Signature)
Bicycle Make and Model: _____ Color: _____
Serial Number: _____ Permit Number: _____

**400 FAIRVIEW
END OF TRIP (EOT) CENTER APPLICATION**

Male Female

NAME: _____

Company Name _____

Company Address (Suite #) _____

Office Telephone Number _____

E-mail Address _____

Bicycle Information (Make & Color) _____

**** PLEASE ALLOW 24 HOURS FOR SECURITY CARD ACTIVATION ****

In case of emergency, please notify: _____

Telephone: _____

RELEASE AND WAIVER OF LIABILITY for 400 Fairview EOT

Voluntary Participation

1. I, _____ ("Releasor"), acknowledge that I have voluntarily applied to enter that certain premises containing any bicycle, shower, locker or related facilities located at 400 Fairview Avenue North, Seattle Washington, referred to hereinafter as the "EOT" and owned by 400 Fairview Avenue, LLC, a Delaware limited liability company ("Owner").
2. **ASSUMPTION OF RISK:** I AM AWARE THAT THE EOT AND THE USE THEREOF INVOLVES POSSIBLE HAZARDS. I AM VOLUNTARILY ENTERING THE EOT AND USING THE FACILITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, ILLNESS OR DEATH.
3. **IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY.** I hereby acknowledge and agree that use of the EOT involves risks of injury or illness to persons and property, including those described below, and I assume full responsibility for such risks. In consideration of being permitted to enter the EOT for any purpose including, but not limited to use of the facilities, I agree to the following: I hereby release and hold Owner and CBRE, Inc. ("Property Manager"), and any of their respective members, lenders, limited partners, affiliates, subsidiaries, parent companies, stockholders, directors, officers, employees, contractors, invitees, agents, attorneys and their respective predecessors, heirs, successors, and assigns (and the supplier of any of the equipment in the EOT) (individually and collectively, "Releasee") harmless from all liability to me and my personal representatives, assigns, heirs and next of kin for any loss or damage, and I forever give up any claims or demands therefor, on account of injury to my person or property, including but not limited to injury or illness leading to my death, whether caused by the active or passive negligence of Releasee or otherwise to the fullest extent permitted by law while I am in, upon or about the EOT or using the EOT's facilities, services or equipment. To the fullest extent permitted by law, I also hereby agree to indemnify any Releasee from any loss, liability, damage or cost any Releasee may incur due to my presence in, upon or about the EOT or in any way observing or using any facilities or equipment of Owner whether caused by my own negligence or otherwise. I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I have read this release and waiver of liability and indemnity clause, and agree that no oral representations, statements or inducement apart from this agreement have been made. The terms and provisions of this Release shall be binding upon and benefit the respective successors and assignees, heirs, distributees, guardians, and legal representatives of the undersigned and Owner. This release is my final, complete and exclusive agreement with Owner. This document cancels and replaces all of my prior understandings and agreements (if any) with Owner concerning use of the EOT, and these terms may not be changed unless amended by a written document signed by Owner.
4. It is my intention that the release set forth herein will be effective with respect to each and every claim, demand, liability, judgment, cause of action and expense specified above.
5. I further agree that the safekeeping of my bicycle and/or other personal belongings is my sole responsibility. Neither Owner nor any Releasee shall be responsible or liable to me for any articles damaged, lost or stolen in or about the EOT, or for loss or damage to any property, including but not limited to, automobiles and the contents thereof. I understand that **DUE TO THE LIMITED QUANTITY, BIKE SHOWER LOCKERS ARE FOR DAY USE ONLY.** Further, I understand that any article found in or about the EOT at the end of the day will be removed and may be disposed of by Owner and/or Property Manager as such party sees fit. I agree to abide by all rules and regulations of the EOT now in effect or that become effective at any future date. I understand that my breach of any of the rules or regulations shall constitute grounds for me to lose all privileges with respect to the EOT.
6. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND OWNER, AND SIGN IT OF MY OWN FREE WILL.

AGREED AND ACCEPTED BY RELEASOR:

Date: _____ Signature: _____

APPROVED BY OWNER:

Date: _____ Initial: _____ Security Card Activated: _____