

Name: _____

Key FOB #: _____

FITNESS CENTER AGREEMENT & RELEASE

THE PARTIES: This Fitness Center Agreement & Release (the "Agreement") is entered between BRADFORD ALLEN MANAGEMENT SERVICES, LLC (the "Manager") and _____ (the "Member"), an employee of _____ (the "Employer"), which Employer is a tenant in Suite # _____, of that certain building located at _____ Tri-State International, Lincolnshire, IL 60069 (the "Building") owned by IHP – TRI STATE ASSET, LLC, (the "Owner") regarding certain fitness center facilities located at 300 Tri-State International and provided as an amenity for tenants of Tri-State International Office Center and their employees (the "Fitness Center").

DESCRIPTION OF MEMBERSHIP: By signing this agreement, Member shall be entitled to use the Fitness Center subject to all the terms and conditions contained herein and such additional terms and conditions as Manager or Owner, in their sole discretion, may institute from time to time.

LENGTH OF MEMBERSHIP: This membership shall be activated upon the receipt by Manager of this Agreement signed by Member, and shall expire automatically, without any notice or documentation to Member (1) on the date Member is no longer employed by Employer, or (2) on the date Employer no longer leases and occupies space in the Building. In addition, either Manager or owner may suspend or revoke Member's privileges to use the Fitness Center at any time if Member fails to comply with the terms of this Agreement. Additionally, Member may terminate this Agreement at any time by providing written notice of such termination to Manager at the address set forth below.

In consideration of Owner's making the facilities located in the Fitness center available for use by Member, Member hereby acknowledges and agrees as follows:

1. **Membership.** Upon execution of this Agreement, Member shall be entitled to use the Fitness Center, at no cost, in compliance with the terms and conditions of this Agreement.
2. **Activation.** Contemporaneously with Member's delivery of this Agreement to Manager, Manager shall supply access to the Fitness Center. Upon any termination of this Agreement, Member's key and/or access card will be returned and/or deactivated for access to the Fitness Center.
3. **Hours of Operation.** The Fitness Center is open and available for use by Member from 6:00 am to 7:00 pm, Monday through Friday, and 8:00 am to 1:00 pm, Saturday, not including legal holidays recognized by the Building (the "Hours of Operation").
4. **Assumption of Risk.** **MEMBER IS SOLELY AND COMPLETELY RESPONSIBLE FOR HIS OR HER OWN SAFETY WHILE USING THE FITNESS CENTER, AND MEMBER AGREES TO USE THE FITNESS CENTER AT MEMBER'S SOLE RISK.** Member understands and agrees that neither Manager nor Owner are in the business of, nor do they have any experience in, operating exercise and fitness facilities. The Fitness Center is an unstaffed facility made available for Member's use at Member's sole risk. The Fitness Center will not be actively supervised by Managers, Owner or any of their agents or employees, although Manager and Owner expressly reserve the right to install video monitoring equipment in and about the Fitness Center, at Manager and Owner's sole election. Member will not look to Manager or Owner for assistance or expertise in any manner whatsoever involving the Fitness Center.
5. **Release.** Member expressly agrees that Owner, Manager, Employer and all of their officers, directors, and employees are not liable for any injuries, damages or losses of any type originating

from personal injuries sustained by Member in, on or about the Building or the Fitness Center or as a result of using the Fitness Center and the equipment therein. Member assumes full responsibility for any injuries, damages or losses which may occur to Member in, on or about the Building or the Fitness Center, and Member does hereby fully and forever release and discharge Owner, Manager, Employer and all of their officers, directors, employees and agents, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the Member's use or intended use of the Fitness Center and equipment therein.

6. Member's Representations. Member warrants, represents and agrees that he or she is in good physical condition and has no disability, impairment or ailment preventing him or her from engaging in active or passive exercise or that will be detrimental to his/her health, safety, comfort or physical condition if he/she does so engage or participate. If Member has a history of heart disease or any other potential problem with respect to a health or physical condition, Member shall consult a physician with respect to his or her exercise program before using any or the Fitness Center equipments, and obtain a written medical release from the treating physician authorizing Member to engage in exercise activity. Member agrees that he or she will not use the Fitness Center with any open cuts, abrasions, open sores, infections or the like, and that Member shall comply with local public health requirements. Manager shall have the final judgment in this matter, and may deny Member access to the Fitness Center.
7. Personal Property. Each Member is responsible for his or her own personal belongings while using the Fitness Center. Although daily use lockers are provided for the use and convenience of Member, Owner and Manager shall not be responsible for damages, lost or stolen articles of clothing or any other personal property of Member while in the Fitness Center, and Member waives any claim for loss of personal property while using the Fitness Center, even if such property is located in a daily use locker. The daily use lockers are provided for use only while Member is using the Fitness Center, and Member shall remove all personal property from the lockers while Member is not using the Fitness Center. Any property left in a daily use locker by Member after the Hours of Operation of the Fitness Center shall be deemed abandoned, and Manager may move or dispose of such property in Manager's sole discretion.
8. Rules and Regulations. Member agrees to abide by all rules and regulations in effect for the Building from time to time, and to conduct himself or herself in a quiet and well-mannered fashion when in or about the Fitness Center so as not to interfere with the enjoyment and effective use of the Fitness Center by other Members, or which would interfere with the use by tenants of the Building of their premises and the common areas of the Building. Under no circumstances will Member use foul, loud, abusive or slanderous language, or harass, molest or badger other Members. Member agrees to abide by all rules and regulations implemented by Manager or Owner for the use of the Fitness Center, and all of the terms and conditions contained herein. Manager and Owner reserve the right to amend or add to the rules and regulations for the Fitness center as they deem necessary for the proper management of the Fitness Center, and to terminate this Agreement and cancel any and all rights to use the Fitness Center should Member fail to abide by such rules and regulations or the terms and conditions of this Agreement. Manager and Owner's decisions on all issues involving the Fitness Center shall be final.
9. Operation of Equipment. Membership includes use of all the Fitness Center's facilities. Manager or Owner shall have the right to add, change, remove, move, eliminate or modify the equipment, facilities or services in the Fitness Center in any manner deemed necessary. Member agrees to operate the equipment located in the Fitness Center properly and to avoid careless or dangerous use of equipment. Under no circumstances shall Member move exercise equipment in any manner not authorized in writing by Management. Member agrees to immediately report to Manager any malfunction, problem or damage to the equipment. Towels and soap are not provided by the Fitness Center, and are the responsibility of Member for his or her own personal use.
10. No Guests. **NO GUEST OF MEMBER WILL BE ALLOWED IN THE FITNESS CENTER. ANY PERSON USING THE FITNESS CENTER MUST BE AN EMPLOYEE OF A**

COMPANY THAT HAS A VALID LEASE AT THE BUILDING. MEMBERSHIP DOES NOT INCLUDE FAMILY MEMBERS. MEMBERS WILL NOT PROVIDE ACCESS TO THE FITNESS CENTER FOR ANYONE ELSE. ANY VIOLATION OF THIS RULE IS CAUSE FOR MEMBERSHIP TERMINATION.

11. Non-transferability. This membership may not be transferred or assigned by Member for any reason whatsoever and is for member's individual use only.
12. Attire. Member is expected to wear athletic attire while using the Fitness Center that is consistent with the Fitness Center being located in the Class A office building. Leotards and tights, sweat suits or gym shorts and suitable tops are required for women. Men are required to wear sweat suits or gym shirts with a tee shirt. Men and women are further required to wear sweat socks and soft-soled gym shoes at all times in the exercise area. Member shall not loiter or use the other common areas of the Building while in gym or running attire except when entering and exiting the Building.
13. Food; Beverages; Smoking. **THERE SHALL BE NO SMOKING OR ALCOHOLIC BEVERAGES ALLOWED IN ANY PART OF THE FITNESS CENTER.** With the exception of plastic water or sport drink bottles, no beverages are permitted in the Fitness Center, and no food or glass containers of any kind are permitted in the Fitness Center.
14. Notices. Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be effectively given or delivered if hand delivered to the addresses for Member and Owner/Manager stated below, or if sent by certified United States Mail, return receipt requested, or if sent by receipted overnight delivery service to said addresses. Notice affected by hand delivery or receipted overnight delivery service shall be deemed to have been received upon the earlier of actual receipt or refusal thereof. Any notice mailed shall be deemed to have been received upon the earlier of actual receipt or refusal thereof. Any notice mailed shall be deemed to have been received upon the earlier of (a) actual receipt, (b) refusal thereof, or (c) three (3) days after mailing of same. Either party shall have the right to change its address to which notices shall thereafter be sent, and the party to whose attention such notice shall be delivered, by giving the other party notice thereof in accordance with the provisions of this paragraph. Until such time as either party shall change its address for notices, notices shall be forwarded to Member at the address of Member's Employer in the Building set forth above, and notices shall be forwarded to Owner and Manager as follows:

To Owner and/or Manager:

IHP – TRI STATE ASSET, LLC
Bradford Allen Management Services, LLC
100 Tri-State International
Suite 115
Lincolnshire, IL 60069

Member has read and understands this Agreement and by Member's signature below agrees to abide by the terms and conditions of this Agreement.

Signature of Member

Printed Name of Member

Date