

**BICYCLE ROOM CONSENT AND WAIVER OF LIABILITY**  
**600 14th Street, N.W., Washington, D.C. 20005**

In order to use the BICYCLE ROOM ("Facility") located on P2 Level of the Hamilton Square Parking garage at **600 14th Street, N.W., Washington, D.C.** (the "Building"), I hereby certify, covenant, and agree as follows:

1. I will use the Facility at my own risk. I acknowledge that neither the Owner of the Building, FSP Hamilton Square, LLC ("Owner"), nor the Owner's Agents, The State of California Public Employees' Retirement System, and agency of the State of California, Commonwealth Partners Management Services, L.P., Fifth Street Properties, LLC, CWP Capital Management, LLC ("Owner's Agents"), nor any of the Owner's Agents, advisors or employees, are expected to be in any way held responsible for lost, stolen or damaged property that may occur as part of my use of the Facility, or any forgotten items left inside the Facility.

2. I shall indemnify and hold harmless the Owner of the Building, FSP Hamilton Square, LLC ("Owner"), The State of California Public Employees' Retirement System, an agency of the State of California, Commonwealth Partners Management Services, L.P., Fifth Street Properties, LLC, CWP Capital Management, LLC ("Owner's Agents") from any and all claims arising from my use of the Facility.

3. I acknowledge that neither the Owner nor any of the Owner's Agents, contractors, advisors or employees make any representations or warranties about the condition or security of the Facility.

4. I acknowledge that the Facility is unstaffed and is not monitored by any visual device. I understand and acknowledge that the Owner nor any of the Owner's Agents, advisors or employees, represents that its employees, personnel or Agents have expertise in proper bicycle use.

5. I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the Facility (a copy of which is attached hereto). I agree that I will fully comply with all rules and regulations as they are amended from time to time.

USER:

Employer Name and Suite No.:

Employee Name:

Telephone Number

Date:

Access Key Number:

## BICYCLE ROOM RULES AND REGULATIONS

The following Rules and Regulations are intended to make the BICYCLE ROOM Facility ("Facility") as safe, enjoyable, and pleasant as possible for all users ("Users"). These Rules are applicable to all Users and may be changed from time to time by **FSP Hamilton Square, LLC** ("Owner") or Owner's Agents to provide for the safe, orderly, and enjoyable use of the Facility.

1. Use. Users shall not install, nor tamper with or remove, any fixtures in the Facility. **No person may use the Facility unless they have signed a Waiver of Liability.** This Facility is open to Tenants only. Guests are not authorized to use the Facility and users shall not grant access to the Facility, nor permit the Facility to be used, by any unauthorized persons. Access is restricted by access card. Never allow entry to anyone else but yourself.

2. Lockers/Bike Racks. User is responsible for keeping their bicycle and assigned locker locked in the bicycle room at all times. Bicycle racks are for temporary day to day use and are on a first come first served basis. No long-term use allowed. Bicycles may not be left in the same Bike Rack more than one (1) weeks. Any bike found exceeding this time limit will have the locks cut at owner's expense. Bicycles will be put in storage and a storage fee will be levied at the owner's cost. After six (6) months of storage, the bicycle will be donated.

3. Etiquette. Bicycles must be walked up and down the Garage ramps. For safety, do not pass a vehicle that is in front of you. Bicycles are prohibited in the Lobby and in passenger elevators, as they may cause damage to the stone floor, turnstiles, and passenger elevators.

4. Hours of Operation. The Facility may be used only during the following hours:

**Monday through Friday Saturday**

7:00 a.m. to 9:00 p.m. 9:00 a.m. to 3:00 p.m.

The Facility will not be open for use on Sundays, New Year's Day, Presidents' Day, Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. The Facility may be closed, and its hours of operation modified from time-to-time, at Owner's sole discretion. Tenants will be notified at least 24 hours in advance of any closing unless such closing is due to emergency.

5. Identification. Upon request by Owner's employee or personnel, Users must present their key for identification purposes. Neither Owner nor the Owner's Agents assumes responsibility for lost or stolen keys.

6. Violation of Rules. Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of privileges.

7. Maintenance. No member shall leave any litter, trash, debris, or articles of clothing at the Facility. The entry door(s) to the Facility shall be kept closed at all times.

8. No Representations. User hereby acknowledges that the installation of equipment, devices and/or facilities in or serving the Facility shall in no way be deemed a representation or warranty by Owner or Owner's Agents regarding the efficacy or safety of the same, nor as an agreement or undertaking by, or obligation of, Owner or Owner's Agents to protect, indemnify or hold User harmless from any harm of any type or to ensure User's safety. It is expressly understood and agreed that use of the Facility by User shall be at User's sole risk.

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9. Card Keys. User hereby agrees to keep any card key provided to User in User's possession and control at all times until required or requested to surrender the same, and in no event shall User lend or otherwise transfer its card key to any other person. In the event User shall lose or misplace its card key, or in the event User's card shall be stolen, User shall immediately notify Owner and Owner's Agents in writing. User further agrees that, in the event either (i) User's employment with Tenant is terminated for any reason, or (ii) Tenant shall be in default under its lease with Owner, Owner's Agents may immediately de-activate User's key card and User shall immediately surrender its card key to Owner's Agents. User hereby acknowledges that the card key is and shall remain the property of Owner's Agents, and User agrees to return the same to Owner's Agents upon the expiration (or sooner termination) of Tenant's lease or any earlier date on which Owner's Agents is entitled to de-activate said card key. Inoperative (but not de-activated) cards keys will be replaced at no charge, but lost and de-activated card keys will be replaced (or reactivated, as the case may be) at a cost established by the Owner's Agents from time to time.