Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Floor / Suite: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Access Card No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In order to use the Bike Cage facilities and equipment at Landmark Center on the P-1 level of the garage located at 401 Park Drive, Boston, MA I hereby certify as follows:

1. I am an on-site, full time employee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a tenant in the Building, and I have been authorized by my employer to use the Bike Cage Facility.

2. I understand that I use the equipment at my own risk. **Landlord assumes no liability for any loss or damage to bike(s) brought into the Bike Cage Facility.**

3. I will not invite guests to use the Bike Cage Facility, and I will not provide access to the Bike Cage Facility by persons who are not authorized to use the Bike Cage Facility.

4. I understand in use of the equipment, there is the possibility of accidental or other physical injury. I AGREE TO ASSUME THE RISK OF SUCH INJURY AND INDEMNIFY AND HOLD HARMLESS LANDMARK CENTER PARK DRIVE, LLC (“LANDLORD”) FOR ANY AND ALL INJURY, ILLNESS, HARM OR DAMAGE RESULTING FROM MY USE OF THE BIKE CAGE FACILITY OR THE EQUIPMENT THEREIN.

5. I understand that there is no personnel or security provided in the Bike Cage Facility to protect me from third parties or other harm, and I enter and use the Bike Cage Facility at my own risk.

**6. I acknowledge that I have received and read a copy of the Rules and Regulations governing the use of the Bike Cage Facility and I agree that (a) I will fully comply with these Rules and Regulations as they are amended from time to time; (b) I am fully bound**

**by all of the terms and conditions set forth in such Rules and Regulations; and (c) Landlord shall not be liable for the loss of, or damage to, any personal property, clothing, jewelry or other valuables that I bring into the Bike Cage Facility.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***SIGNATURE***

**RULES & REGULATIONS**

1. Replacement cards are $10.00, billable to your employer.

2. Leaving litter, trash, debris or articles of clothing at the Bike Cage Facility is prohibited.

3. The Bike Cage Facility may only be used by current, on-site employees of tenants of the Building.

4. Any conduct which Landlord believes unreasonably interferes with the use, enjoyment and/or with the safe, orderly and efficient operation of the Bike Cage Facility or the equipment therein, is strictly prohibited.

5. Smoking of any kind or consumption of tobacco products is strictly prohibited.

6. Users must present their access card upon request by Landlord or Building Security for identification purposes. Landlord assumes no responsibility for lost or stolen access cards.

7. Landlord assumes no liability for any personal property, clothing, jewelry or other valuables brought into or stored in the Bike Cage Facility. Each user assumes all liability and responsibility for any loss or damage to any such personal property, clothing, jewelry or other valuables.

8. Access into the Bike Cage Facility is granted via key card. To obtain access, tenant must complete and submit to the property management office a Waiver of Liability. At that time, the employee’s existing access card will be activated for access. Landlord reserves the right to terminate access at any time and without notice.

9. Space in the Bike Cage Facility is first come first served.

**Please email completed form to Lauren Klum (lklama@samuelsre.com).**