

1201 Third Avenue Bike Center Agreement

The Parties: This Bike Cage ("Agreement") is entered by and between WRC REAL ESTATE LLC ("Manager") as property manager for 1201 TAB OWNER LLC ("Owner"), and _____ ("Member"), as an employee of _____ ("Employer"), which Employer is a tenant in suite _____ of that certain building located at 1201 Third Avenue, Seattle, Washington 98101, known as 1201 Third Avenue ("Building"), regarding the bike cage located on Level A of the building. The location of the bike center is shown in Exhibit A of this Agreement.

Description of Membership: By signing this Agreement, Member shall be entitled to use the Bike Cage subject to all 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 receipt by Manager of this Agreement signed by Member and shall expire automatically, without notice or documentation to Member, either (1) on the date Member is no longer employed by Employer, or (2) the date Employer no longer leases and/or occupies space in the building. In addition, either Manager or Owner may, without prior written notice, suspend or revoke Member's privileges to use the Bike Cage at any time if Member fails to comply with the terms of this Agreement or such other rules and regulations governing the Bike Cage as may be enforced by Manager from time to time.

Member hereby acknowledges and agrees as follows:

Activation of Membership: Upon execution of this Agreement, Member shall be entitled to use the Bike Cage in compliance with the terms and conditions of this Agreement. Upon Activation of this Membership, Member's building access card will be programmed to permit Member to access the Bike Cage during building Hours of Operation, set forth below.

Hours of Operation: Owner or Manager may specify the hours and days of operation of the Bike Cage from time to time, and may modify, alter, improve, or close, either temporarily or permanently, the Bike Cage from time to time, in each case in its sole discretion. The Bike cage shall be open and available for use all hours Monday through Sunday. The Bike Cage is for daily use only. No overnight or long-term storage is allowed. The only exception to this is the storage of personal bicycle locks on the lock storage bars provided. Locks on racks, bicycles, bicycles secured by locks, helmets, and any other personal property left by Member for more than two (2) business days within the Bike Cage will be removed by Manager with no advance warning. Personal property removed from the Bike Cage will be held for thirty (30) days by Manager for retrieval by Member, after which it will be donated and/or disposed of. Owner or Manager is not responsible for reimbursement of locks cut due to improper storage of personal property.

Storage: Bikes may only be locked to the bike racks and not to any other items within the bicycle cage including but not limited to equipment, pipes, lock bars, and fences. Any bikes or items secured to fixtures other than bike racks will be subject to immediate removal. The only exception to this is the storage of personal bike locks on the lock storage bars. Owner or Manager is not responsible for reimbursement of locks cut due to improper storage of personal property.

Assumption of Risk: MEMBER IS SOLELY AND COMPLETELY RESPONSIBLE FOR HIS OR HER OWN PROPERTY. MEMBER AGREES TO USE THE BIKE CAGE AT MEMBER'S SOLE RISK. The Bike Cage is an unstaffed facility, made available for Member's use at Member's sole risk. The Bike Cage will not be actively supervised by Manager, Owner, or any of their agents or employees. However, Manager and Owner expressly reserve the right to install video monitoring equipment for security purposes in and about the Bike Cage at Manager's and Owner's sole discretion.

Personal Property: Member is responsible for his or her own personal belongings while using the Bike Cage. Although the Bike cage is provided for the use and convenience of Member, Owner and Manager shall not be responsible for lost or stolen personal property of Member while using the Bike Cage and Member waives any claim for loss of personal property while using the Bike Cage, even if such property is located within a secured area.

Non-Transferability: This membership may not be transferred or assigned by Member for any reason whatsoever and is for Member's individual and sole use only. Use of Member access card to permit access to others shall be grounds for termination of this Agreement.

Notices: Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be effective when given or delivered if hand-delivered to the Member at the office of his Employer, and to the Manager or Owner at the address below:

1201 TAB Owner, LLC
c/o Wright Runstad & Company
Attn: Property Manager
1201 Third Avenue, Suite 520
Seattle, WA 98101
1201mgmt@wrihtrunstad.com

Member has read and understands the foregoing waiver of liability and assumes all risk associated with the activities stated herein, and by Member's signature below, agrees that he or she understands and shall abide by the terms and conditions of this Agreement.

Member Signature: _____

Date: _____

Printed: _____

Email Address: _____

Member Employer: _____

Exhibit A
Location

