

FRANKLIN TOWER ~ FITNESS CENTER RULES AND REGULATIONS

The following Rules and Regulations are intended to make the Fitness Center (“Center”) at Franklin Tower as safe, enjoyable and pleasant as possible for all Members. These rules are applicable to all Members and may be changed from time to time by 1401 Eye Holdings, LLC (Owner), (or its successors and assigns), or Cassidy Turley Commercial Real Estate Services, Inc., Inc. dba DTZ, Inc. (Agent), (or its successors and assigns). A “Member” is a current full – or part-time employee of a Tenant, provided that the primary office of such employee is at Franklin Tower in Washington, D.C. and provided further that such tenant leases office space at such building.

1. Use. Members shall use the facilities and related equipment solely for weight and cardiovascular training on the equipment provided. No person may use the Center unless they have executed a Waiver of Liability. The Center is open to Members and Building approved Trainers only. Guests are not authorized to use the Center.
2. Hours of Operation. The Center may be used only during the following hours, in order to accommodate thorough cleaning of the facility on a daily weekday basis:

Monday through Friday: 6:00 a.m. to 8:00 p.m.

The Center may be closed at the Landlord’s sole discretion. Members will be notified at least 24 hours in advance of any closing, unless such closing is due to emergency repairs and maintenance. The Landlord and/or Managing Agent reserves the right to adjust the hours of operation.

3. Access: Access is by your building Kastle Card that is issued by your Office Manager. Your card key will be programmed to access the Fitness Center upon completion of Member’s reading of the Fitness Center Rules and Regulations and signing of the Waiver of Liability form.
4. Clothing: The minimum attire at the facility shall be gym shorts, tee shirts, socks and tennis shoes. Any conventional exercise attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes or similar footwear must be worn at all times. Users of the Center must wear clean and appropriate attire when in transit to and from the Center, which may include, but not be limited to, warm-up suits and sweats suits.
5. Conduct: Any conduct which unreasonably interferes with the use or enjoyment of the Center or the equipment by the other Members, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Center of the equipment is strictly prohibited. Radios, tape recorders or other similar personal audio equipment may not be used without headphones. Cameras are prohibited. No Member shall make, or permit to be made, any disturbing noises or disturb or interfere with the occupants of the building in which the Center is located or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, loud speaker or other sound system. Members in violation of these and any other rules will be subject to immediate expulsion.

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6. Smoking. Smoking of any kind or any other consumption of tobacco products is strictly prohibited in the Fitness Center area.
7. Solicitations and Petitions. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.
8. Identification. Members must, upon request by Managing Agent's employees or personnel, present their key for identification purposes. Landlord and its Managing Agent assumes no responsibility for the lost or stolen property.
9. Food and Beverages Prohibited. Food and beverages, except water, shall not be brought to the facility for consumption on the premises. Alcoholic beverages are strictly prohibited.
10. Notices, Complaints and Suggestions. Members must immediately notify the Managing Agent in the event that they discover any unsafe or hazardous defect or condition relating to the Fitness Center Equipment, or any breakage, fire or disorder at the facility. Complaints or suggestions as to the operation, maintenance, services or equipment at the Center should be directed to the management office at 202-408-7700.
11. Other Facilities. Lockers, showers and restrooms are provided. Landlord or its Managing Agent may prohibit use or close this Center if misused in any way. Owner and its Manager assume no responsibility for personal possessions left in the facility. Locks on lockers are permissible, but all articles and locks must be removed when the Member leaves the Center after their workout. Owner and its Manager reserve the right to remove any locks and personal possessions remaining in the Center when it closes each day.
12. Violation of Rules. Failure or refusal to comply with these Rules and Regulations may result in the loss of use of the Center.
13. Maintenance. No Member shall leave any litter, trash, debris or articles of clothing at the Center. All loose soap, shampoo, combs, etc. will be disposed daily for health reasons. Each Member shall use a clean towel or paper towel to wipe down equipment immediately after use.

**FRANKLIN SQUARE FITNESS CENTER
WAIVER AND RELEASE**

I, _____, hereby state and acknowledge the following on this ____ day of _____, 20__:

1. I am an on-site employee of _____, a tenant in the building located at Franklin Tower(the "Building"), and am authorized by my employer to use the fitness facilities located on the upper level of the "Building" (the "Facilities").
2. I will not invite or encourage the use of the Facilities by any person or non-approved Trainer other than another on-site employee of a tenant in the Building or Trainer who has been authorized to so use the Facilities.
3. I acknowledge that the Facilities shall be unmanned and unsupervised. Any and all employees or agents of 1401 Eye Holdings, LLC ("Owner"), who may be present at any time in the Facilities are not trained or authorized to provide health, fitness or medical assistance or advice.
4. I assume full responsibility for my use of the Facilities at my sole risk and shall abide by the rules and regulations for use of the Facilities. I understand and am aware that any strenuous physical activity involves certain risks.
5. I agree to learn how to use the installed equipment safely and to discontinue use of the Facilities until I have consulted my physician should I experience any pain, dizziness, or other adverse condition during my use of the Facilities. I acknowledge that it is my own responsibility to decide when and how to use the Facilities, to exercise caution and my own judgment when I am using the Facilities, and to forego using the Facilities in appropriate circumstances.
6. I, for myself, my heirs and representatives, hereby waive any claim I may have or right of action against the Building Owner and its respective employees and agents and their respective successors, assigns and heirs arising from any injury to me, theft of my property or any other loss or damage occurring in the Facilities or resulting in any manner from the use thereof.

THIS DOCUMENT IS A WAIVER AND RELEASE I REPRESENT THAT I HAVE FULLY INFORMED MYSELF OF ITS CONTENTS THAT I UNDERSTAND ALL OF THE TERMS AND THAT I ENTER INTO THIS VOLUNTARILY. I UNDERSTAND I MAY BE DENIED USE OF THE FACILITIES IF I FAIL TO ABIDE BY THE RULES AND REGULATIONS.

PRINTED NAME OF EMPLOYEE

EMPLOYEE SIGNATURE

KASTLE CARDKEY NUMBER