



Bike # \_\_\_\_\_

### BIKE ROOM WAIVER AND RELEASE

Commencement Date: \_\_\_\_\_

Building Name & Location: PRUDENTIAL PLAZA: 130 E. Randolph St. or 180 N. Stetson Ave. E

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

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

Email & Phone: \_\_\_\_\_

Keycard #\*: \_\_\_\_\_

Make/type/color of Bicycle: \_\_\_\_\_

*\*The 5-digit grouping on the reverse side of the keycard*

In consideration for the use of the bicycle storage area located in the basement/Ground level of the above referenced building (the "Bicycle Storage Area"), the undersigned acknowledges to and agrees for the benefit of Wanxiang Sterling Stetson Owner, LLC (the "Owner") and its managing agent, Sterling Bay Property Management, LLC (the "Agent") as follows:

1. The undersigned is an owner, employee or agent of the Company listed above.
2. The undersigned may use the Bicycle Storage Area, commencing on the Commencement Date, only in accordance with the rules and regulations promulgated by Owner from time to time, a copy of which are attached hereto as Exhibit A, and made a part hereof. It is the responsibility of the undersigned to read and understand the provisions of Exhibit A. By his/her signature below, the undersigned acknowledges that he/she has read, understands and agrees to the provisions of this Waiver and Release and Exhibit A.
3. The operations and use of the Bicycle Storage Area will not be supervised by Owner, Agent or their employees or agents and User agrees that neither Owner nor any of the other Owner Parties listed in Paragraph 4 below will be responsible for any personal injury or loss of or damage to personal property. **USER ACKNOWLEDGES THAT HE OR SHE IS USING THE BICYCLE STORAGE ROOM AT USER'S OWN RISK AND THE OWNER PARTIES ARE NOT RESPONSIBLE FOR FIRE, THEFT, DAMAGE OR LOSS TO THE BICYCLE OR TO ANY ARTICLE LEFT WITH THE BICYCLE. THIS CONTRACT PROVIDES THE RIGHT ONLY TO TEMPORARILY STORE SUCH ITEM AND NO BAILMENT IS CREATED.**
4. All use of the Bicycle Storage Area by the undersigned is at the sole risk of User and no Owner Parties shall have any liability therefore. The undersigned hereby irrevocably and unconditionally releases Owner, Agent, and each of their directors, members, partners, agents, employees and representatives (collectively, "Owner Parties") from all claims, demands, causes of actions, damages, liabilities, losses, costs and expenses caused by or incurred as a result of or arising indirectly or directly from the undersigned's use of the Bicycle Storage Area.
5. The undersigned shall indemnify, defend and hold Owner and the other Owner Parties harmless from any loss or liability incurred by them as a result of the undersigned's acts or omissions within or about the Bicycle Storage Area, including any loss or liability resulting from materials or property maintained or stored in the Bicycle Storage Area.

THIS INSTRUMENT was executed by the undersigned with full knowledge of its contents.

BY: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

*Please see following pages for rules, regulations, and directions to the Bicycle Storage Area*

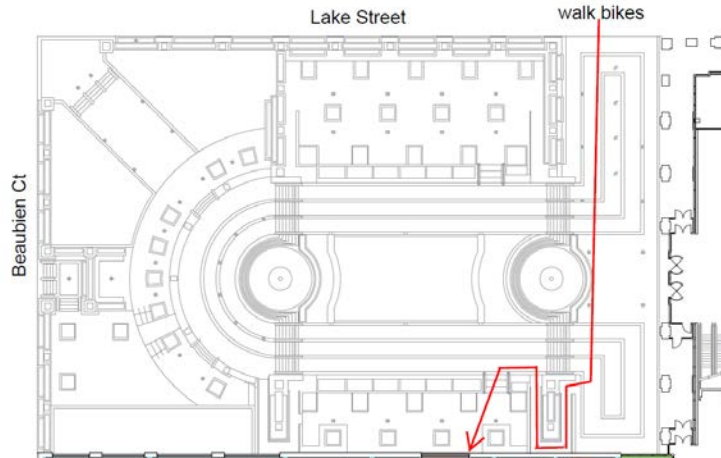


## **EXHIBIT A RULES & REGULATIONS**

1. No overnight storage of bicycles and/or other personal property.
2. No storage of bicycle except in bike racks.
3. All bicycles must be locked.
4. Bicycle Storage Area shall be used only for the storage of bicycles and for no other purpose.
5. All bicycles must stay on level G or on Lake St Plaza. All bicycles may never enter an elevator nor the rest of the building.
6. All bicycles must have a designated sticker upon registration and the sticker must be placed on the bicycle in a visible area.
7. Failure to comply with these rules and regulations may result in revocation of the right to use the Bicycle Storage Area.
8. Owner or User may terminate User's use of the Bicycle Storage Area at any time upon at least two (2) business days' prior notice to the other party. Any bicycles or other items of personal property left in the Bicycle Storage Area after termination of User's use of same may be disposed of by Owner or Agent without any liability to User.
9. Owner reserves the right to close or relocate the Bicycle Storage Area at any time.

## DIRECTIONS TO THE BICYCLE ENTRANCE

- Enter the bike room by walking your bike across the Lake St. plaza and into the new bike room entrance as shown below:



- Scan your building ID at the card reader to the left of the white double doors.
- After entering, walk down the ramp through the next set of double doors and proceed straight to the bike room

## DIRECTIONS TO AND FROM YOUR OFFICE



- Elevator V will take you from the bike room to the mezzanine level of the main lobby.
- Scan your building ID at the elevator and press the button to call the elevator
- Enter the elevator and press 1
- Exit the elevator at the mezzanine (lobby) level
- To return back to the bike room at the end of the day, proceed in reverse by taking Elevator V back down to the bike room from the mezzanine.
- Scan your building ID at the card reader on the door jamb or Elevator V
- Enter the elevator, scan your building ID within the elevator, and press G.
- Exit the elevator and walk to your left, to the double doors to the bike room.