

345 California LP
Waiver & Release – Bicycle Storage Area

Name (First and Last): _____

Company: _____

Building Access Card: _____

E-mail Address: _____

Cell: (_____) _____

Work Telephone: (_____) _____

Make/Model/Color of Bicycle: _____

In consideration for the use of the Bicycle Storage Area located through the garage door entrance at the Battery Street side of the building on B1 Level (collectively, the “**BSA**”) of the above referenced building (the “**Building**”), the undersigned acknowledges to and agrees for the benefit of 345 California LP., a Delaware limited partnership (together with its successors and assigns, hereinafter “**Landlord**”), as follows:

- The undersigned is an employee, associate, director, officer or owner of the company identified above (the “**Company**”).
- The undersigned shall use the BSA only in accordance with the rules and regulations promulgated by Landlord from time to time, a current copy of which is attached hereto and made a part hereof (“**Rules & Regulations**”). It is the responsibility of the undersigned to read and understand the provisions of this Waiver & Release, including the attached Rules & Regulations. By his/her signature below, the undersigned acknowledges that he/she has read and understands the provisions of this Waiver & Release, including the attached Rules & Regulations.
- For access to the BSA located on level B1 of the Building, the undersigned shall return this waiver & release form signed to the office of the Building (located in Suite 475), and Landlord will thereafter issue to or activate the undersigned a card access badge to the BSA (the “**Access Badge**”).
- Use of the BSA requires that the undersigned hold full or part time employment at the Company. The undersigned’s license to use the BSA will automatically terminate if the undersigned is no longer employed at the Company or the Company no longer holds a lease at the Building. This Waiver & Release provides a license to use the BSA only temporarily and no bailment is created hereby. Furthermore, upon notice to the undersigned, Landlord may terminate the undersigned’s use of the BSA, or the BSA itself, at any time, in Landlord’s sole discretion.
- Landlord will NOT supervise operation and use of the BSA and the undersigned agrees that Landlord will NOT be responsible for any personal injury or loss of personal property, including, but not limited to, theft or damage of bicycles.
- Users must properly utilize all equipment, familiarizing themselves with and following all manufacturer-recommended safety guidelines. Improper use of equipment may result in injury and/ or loss of BSA access.
- Users who see or encounter any faulty equipment or dangerous conditions of any type (e.g., broken equipment, pooled water, tripping hazards, unsanitary conditions, etc.) must promptly notify the Landlord about the conditions either in person at the office of the Building, by telephone at (415) 434-7747, by email to our Property Administrator Theresa Pan at tpan@345cal.com or as otherwise posted in the BSA.
- I acknowledge there are spots for approximately sixty-six (66) bicycles and approximately forty-four (44) lockers, and I am not guaranteed a spot on any given day; such usage being exclusively on a first come, first served basis. I understand that from time to time, the Landlord may choose to close this area (with advance notice) in order to perform maintenance, housekeeping, repairs, staging of equipment or materials for said maintenance or repairs.
- No bicycles shall be allowed to be secured to the fence posts, the Building etc., and if it is discovered that this is the case, the device securing the bicycle to these areas shall be removed and the bicycle will be confiscated. It is the undersigned’s responsibility to locate alternative, designated bicycle parking via the public racks provided by the City of San Francisco.
- ALL USE OF THE BSA BY THE UNDERSIGNED SHALL BE AT THE SOLE RISK OF THE UNDERSIGNED AND LANDLORD SHALL NOT HAVE ANY LIABILITY THEREFORE. The undersigned hereby irrevocably and unconditionally: (i) releases Landlord from all

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losses, claims, demands, causes of actions, costs and expenses, including attorneys' fees, damages or liabilities whatsoever of any nature, including bodily injury or death, caused by or incurred as a result of or arising indirectly or directly from the undersigned's use of the BSA and (ii) agrees to indemnify, defend and hold Landlord harmless from any loss or liability incurred by Landlord as a result of the undersigned's acts or omissions within or about the BSA, including any loss or liability resulting from property placed or stored in the BSA.

- This Waiver & Release is intended to be as broad and inclusive as permitted by law, and if any portion of this Waiver & Release is held invalid, the undersigned acknowledges that the balance shall, notwithstanding, continue in full legal force and effect.

THIS WAIVER & RELEASE was executed by the undersigned with full knowledge of its contents.

Signature: _____

Print Name: _____

Date: _____

****Please be sure to retain a copy of this form for your records****

[SEE ATTACHED RULES]

345 California LP Rules & Regulations – Bicycle Storage Area

- 1) I acknowledge that the BSA is not supervised or staffed.
- 2) Users must always walk their bicycle when inside the Garage and Building. Abuse of this policy will result in the loss of bicycle parking privileges.
- 3) The BSA will be open twenty-four (24) hours a day, seven (7) days a week; however, bikes may not be left overnight; there may be exceptions for inclement weather. Bikes left in the BSA for more than three (3) consecutive nights without prior permission from, or notice of an emergency to, Landlord, may be removed by Landlord. Landlord reserves the right to change the hours of operation from time to time.
- 4) Bicycles may enter the garage and leave the garage at any time.
- 5) Bikes are not permitted in the buildings main entrance, lobby, or elevators.
- 6) The BSA is for the use by tenants of the building only. Authorized participants shall not lend their Access Badge or permit access to any other person or party.
- 7) Use of the BSA is restricted to the storage of bicycles and no more than one (1) locker only. Each user of the BSA may store only one (1) bicycle at a time in the BSA and use one (1) locker at time.
- 8) Items may not be left over night in lockers however there may be exception for inclement weather. Lockers left locked for more than three (3) consecutive nights without prior permission from, or notice of an emergency to, Landlord, may be removed by Landlord. Landlord reserves the right to change the hours of operation from time to time.
- 9) Users of the BSA agree to do so at their own risk. Bicycles and lockers must be locked at all times. Locks will not be provided.
- 10) Bicycles are to be stored on the racks only. Entrances/exits should not be blocked, nor should bicycles be positioned in a manner that will impede others from entering or exiting the BSA.
- 11) Users may not leave locks attached to the bike racks without a bike. Failure to adhere to this policy will result in removal of the lock.
- 12) If bike racks are full, bikes may NOT be stored in the BSA. It is the bike owner's responsibility to locate alternative means of bicycle parking.
- 13) Smoking is not permitted in the BSA.
- 14) Landlord reserves the right, in its sole discretion, to remove any bicycle(s) immediately if the same presents a safety concern.
- 15) Any suspicious activity, injury, vandalism or damage shall be reported to security and/or Landlord immediately.
- 16) Access to the BSA shall be at Landlord's sole discretion.
- 17) Landlord reserves the right to add, change or delete any rule or regulation contained herein and to change the method of operation of the BSA to ensure maximum enjoyment thereof. Failure to comply with these Rules & Regulations may result in revocation of the right to use the BSA.

If you have any questions, comments, or concerns please email the Property Administrator, Theresa Pan at tpan@345cal.com or call the management office at (415) 434-7747.