



345
CALIFORNIA

345 FIT APPLICATION AND AGREEMENT

GENERAL INFORMATION

Name of User _____ Gender M F

Name of Employer _____ Suite Number/Floor _____

Access Card Number _____

HOME PHONE _____ CELL PHONE _____ EMAIL _____

HOME ADDRESS _____

PRIMARY PHYSICIAN (OPTIONAL) _____ PHONE _____

EMERGENCY CONTACT _____ RELATIONSHIP _____ PHONE _____

FITNESS CENTER FEE

The current Fitness Center fee is \$25.00 per month or \$270 annually. All payments must be made by debit or credit card through the 345 California Management Office. The undersigned hereby authorizes and agrees that the credit/debit card provided with this application and agreement will be charged for each payment of the then current fee, unless terminated as provided herein.

Prorated refunds can be issued with appropriate reasons, but the user is expected to cover any 3rd party fees.

The fee entitles the user identified above to unlimited use of the facilities during posted hours. A \$15 late fee will be charged if the credit/debit card submitted herewith is rejected. The first monthly fee is payable concurrently with this application and agreement. The fee is subject to change upon notice at the end of any calendar month.

**User Agreement
ARTICLE I – USERS**

Eligibility for Use: Users of 345 Fit (“Fitness Center”) are limited to persons eighteen (18) years of age or older who are current tenants of, or employed by current tenants of, 345 California Street.

Nature of Use: Use of the Fitness Center confers solely the right to use and enjoy the Fitness Center facilities and equipment in accordance with the Fitness Center’s rules and regulations, as they may change from time to time, in the sole discretion of the Fitness Center. Rights to use the Fitness Center do not confer any interest in the property or assets of the Fitness Center or any right to participate in the management or operations of the Fitness Center, financially or otherwise. The user identified above may not sell or otherwise transfer his or her rights to use the Fitness center to another party.

Voluntary Cancellation: User may cancel their rights to use the Fitness Center with 10 days prior notice of their monthly charge. Notice may be given at the Management Office or via email to ghe@345cal.com.

Involuntary Termination: The Fitness Center reserves the right at any time to terminate the rights to use the Fitness Center of any user who has failed to promptly pay the fee, acted inappropriately or has not complied with the terms of this agreement or with any of the rules and regulations adopted from time to time by the Fitness Center, or for any conduct the Fitness Center determines, in its sole discretion, to be improper or in any way contrary to the best interests of the Fitness Center or its users. Possession, sale, exchange or use of firearms or any unlawful controlled substance while at the Fitness Center is prohibited.



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ARTICLE II – RULES AND REGULATIONS

Access: Users must use his or her Fitness Center access card each time he or she enters the Fitness Center facility. A fee of \$10.00 will be assessed for replacement of any Fitness Center access card. Photo identification is required at all times. Proper attire is required for participants using the Fitness Center. Shirts and shoes are required. The Fitness Center may prohibit the use of any personal equipment on the Fitness Center premises.

Attire: Proper shirts, athletic bottoms and athletic sneakers are required while in the Fitness Center. No jeans or work boots are to be worn while using the Fitness Center.

Food: No food or beverages, other than water and sports drinks, are permitted in the Fitness Center.

Damage: Any damage to the Fitness Center’s or another person’s property or to any person on the Fitness Center’s premises by user shall be paid for by the applicable user.

Health and Cleanliness of User: Users shall not enter the Fitness Center with any medical condition, including, but not limited to, infections, maladies or inability to maintain personal hygiene or If such condition poses a threat to the health or safety of others. Users shall use the facilities in accordance with all applicable public health requirements. It is each individual user’s responsibility to consult with his or her physician to determine if medical conditions exists, and, if so, whether such condition poses a threat to the health or safety of users or others. The Fitness Center reserves the right, however, to make the final determination in this regard. Users must use personal music devices with head phones that will not disturb other Fitness Center users.

Hours: The hours of operation are adjusted seasonally and in accordance with the frequency of usage. The Fitness Center reserves the right to change the operating hours.

Minors and Children: Persons under the age of eighteen (18) are not allowed in the Fitness Center.

Personal Business: Users may not use the Fitness Center premises for personal business without prior written approval by an authorized representative of the Fitness Center, which approval may be withheld in the Fitness Center’s sole and absolute discretion.

Non-User: A user allowing a non-user to use the Fitness Center may forfeit their rights to use the Fitness Center.

Lockers: Lockers are to be used only when using the Fitness Center and items cannot be kept overnight. The lockers are equipped with digital locks. No personal key or combination locks are to be used in the Fitness Center. The Fitness Center shall not be responsible for lost or stolen property of users. All property in lockers at the end of each business day will be deemed abandoned and may be discarded by the Fitness Center.

Monitoring: User acknowledges and agrees that the Fitness Center may be subject to electronic audio and video monitoring.

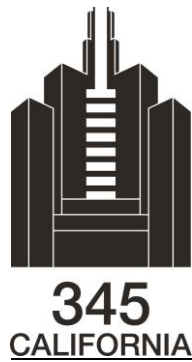
Amendment of Rules, Regulations or Policies: The Fitness Center may from time to time adopt rules, regulations or policies amending or supplementing those contained in this agreement, and all users will be obligated to comply with such rules, regulations or policies. If new or amended rules or regulations are adopted, they will be published as “Additional or Substitute Rules and Regulations” unless they are of such a nature that publication would be inefficient or inappropriate. In these cases notice shall be posted or users shall otherwise be advised of the amendment or supplement to the rules and regulations as necessary.

I confirm that I have carefully read Article I and Article II above and agree that I will be subject to all policies and rules and regulations of the Fitness Center now in force or adopted in the future. I agree not to create any nuisance or disturbance or harass or threaten other users, guests or Fitness Center personnel or commit acts of moral turpitude or fraud while using the Fitness Center facilities. I understand that breach of any policy or rule or regulation may result in the revocation of my rights to use the Fitness Center. I acknowledge that the Fitness Center, in its sole discretion, reserves the right at any time to alter the hours of operation, and the right to amend the cost of, add, modify and /or eliminate any program, facility, equipment, activity, class or service of the Fitness Center.

Signature

Date

Print Name



ARTICLE III – WAIVER OF CLAIMS

Assumption of Risk: I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, are potentially hazardous activities. I know, understand and appreciate the risks of entry upon and use of the Fitness Center's facilities and equipment, including, but not limited to, loss or damage to personal property and serious or catastrophic personal injuries. **I confirm that when using the Fitness Center's facilities and equipment there will be no supervisory personnel and I hereby expressly assume all risk that I may suffer personal bodily or mental injury or death, economic loss or damage. I acknowledge and agree that I am solely responsible for my safe and responsible entry upon and use of the Fitness Center's facilities and equipment.**

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my use of the Fitness Center's facilities and equipment. I acknowledge that I have either: (i) had a physical examination and have been given by my physician permission to use the Fitness Center's facilities and equipment; or (ii) that I have decided to use the Fitness Center's facilities and equipment without approval of my physician. In either case, I do hereby assume all responsibility for my use of the Fitness Center facilities and equipment.

Release and Waiver: In consideration for being permitted to enter upon and use the Fitness Center's facilities and equipment, on behalf of myself, my spouse, children, unborn children, heirs, representatives, guardians, distributees, successors and assigns, I hereby agree not to sue and forever discharge, the Fitness Center, Cushman & Wakefield of California, 345 California, LP, any mortgagee of 345 California, and their respective affiliated organizations, owners, partners, managers, members, directors, officers, employees, contractors, agents, successors and assigns (The Fitness Center Parties) from any and all claims, causes of action or liability for any damages to or loss of property, injuries or death I may suffer in or about the Fitness Center, resulting from my entry upon or use of the Fitness Center's facilities or equipment, including the malfunctioning of any equipment or my slipping and/or falling while in or on the Fitness Center's premises, including adjacent sidewalks and parking area, whether or not the same arises out of or results from any act, omission or conduct of any of the Fitness Center parties, negligent or otherwise.

Indemnity: In addition, I agree to hold harmless, indemnify and defend the Fitness Center parties from all claims, demands, damages, causes of action and liability for any loss, damage or injury to person or property arising from or relating to my entry upon and use of the Fitness Center's facilities or equipment, including without limitation, attorneys' fees, expenses, costs and all consequential damages, whether or not resulting from any act, omission or conduct of any The Fitness Center Parties.

Miscellaneous: If any provision of this agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person and circumstance, all other provisions of this agreement shall remain valid and enforceable as applied to all other persons and circumstances. Modifications or additions to the pre-printed terms of this agreement, other than completion of existing blank spaces as indicated herein, are unauthorized and will not be honored by the Fitness Center.

I acknowledge that I have carefully read this agreement and am aware that it contains a waiver and release of liability and that I am giving up substantial rights, including my right to sue. I understand that I have the right to have my attorney review this agreement. I am signing this agreement of my own free will and intend for my signature to be complete and unconditional release of all liability to the greatest extent allowed by law. I certify that I am eighteen (18) years of age or older.

Signature

Date

Print Name

Fitness Center users are encouraged to make a copy of this application and agreement form for their records.