

400 Sixth Avenue Building
Exercise Facility Use Agreement

BETWEEN Print Name: _____ (“Tenant”)

Name of Business: _____, Suite # _____

Business Telephone: _____

AND: 400 Sixth Avenue LLC (“Partnership”)
c/o Unico Properties LLC
111 SW 5th Avenue, 1250
Portland, OR 97204

Recitals

The Partnership operates an exercise facility (collectively, the “Facility”) located in the 400 Sixth Avenue Building in Portland, Oregon. The Facility consists of an exercise room which includes various items of athletic and exercise equipment as well as shower rooms, and day use lockers. Pursuant to the Rules and Regulations of the Facility, Tenant is eligible to use the Facility. Tenant has toured the Facility and read and reviewed the Rules and Regulations of the Facility. Tenant desires to use the Facility and the Partnership agrees to allow the Tenant to use the Facility on the terms and conditions provided in the Use Agreement (“Agreement”) and per the Rules and Regulations.

NOW, THEREFORE, in consideration of the mutual promises of the parties, Tenant and Partnership agree as follows:

1. RIGHTS AND DUTIES OF TENANT.

1.1 Full Use. Effective with the acceptance of this Agreement, Tenant shall be entitled to use the Exercise Facility in accordance with the Rules and Regulations of the Facility. Issuance of a membership card by the Partnership shall evidence the Partnership’s acceptance of this Agreement.

1.2 Medical Analysis. Tenant certifies that he or she has consulted a licensed physician and obtained approval to proceed with use of the Facility.

1.3 Damage to Facility. Tenant agrees promptly to pay Partnership for any damage to the Facility arising from any careless or negligent use of the Facility by Tenant.

2. DISCLAIMER OF LIABILITY

2.1 Personal Property. It is understood and agreed that Partnership, its Directors, officers, agents and employees are not responsible for lost or stolen money, valuables, articles of clothing or any other lost articles or possessions or personal property.

2.2 No Supervision. Tenant acknowledges that Partnership will provide absolutely no supervision in the Facility and that Tenant is, therefore, using the Facility at

Tenant's own risk. Partnership shall have no responsibility to monitor or supervise the activities of individuals using the Facility nor have any responsibility for resolving disputes or disagreements between individuals utilizing the Facility. No doctors, first aid or paramedic personnel will be available from the Partnership.

2.3 Use at Tenant's Own Risk. Member acknowledges that the use of the Facility may be capable of causing physical injury to the Tenant. Tenant hereby assumes all the risk of any such physical injury which results from the use, whether proper or improper, of the Facility. Tenant shall hold harmless and forever release, waive and discharge the Partnership, together with its directors, officers, agents and employees from any and all claims, suites, complaints and demands for personal injury or damage to Tenant's person or property as a result of the use of the Facility.

2.4 No Partnership Liability for Equipment. Tenant acknowledges that the equipment in the Facility is commercially manufactured and Partnership has no responsibility for the design, manufacture or use of such equipment. Partnership makes no warranty or representation of any kind respecting the equipment and specifically disclaims any implied warranties of merchantability of fitness for a particular use or purpose.

2.5 Release of Partnership from Liability. Tenant hereby releases Partnership and its officers and directors from any and all claims or liability arising out of or in any way connected with Tenant's use of the Facility.

3. VIOLATIONS

The partnership may revoke or suspend the right of a Tenant to use the Facility upon giving Tenant written notice of such suspension upon the occurrence of any of the following:

3.1 Violation of any of the Rules and Regulations as may be in effect from time to time.

3.2 Conduct by the Tenant while in the Facility which in the reasonable opinion of the Partnership is detrimental to the pleasure, enjoyment or safety of other users of the Facility or to the general welfare and operation of the Facility.

3.3 Abuse of the Facility by Tenant.

3.4 Theft of any property belonging to the Partnership and/or any personal property belonging to any person using the Facility.

4. USE OF FACILITY

4.1 NO GUESTS. Tenant shall not invite or permit guests, family members or other non-tenants to use the Facility.

4.2 NO SMOKING. No smoking shall be permitted within the Facility.

4.3 NO ALCOHOL. No alcoholic beverages shall be permitted in the Facility.

4.4 NO GLASS. Glass containers shall not be permitted in the Facility.

4.5 OWN TOWELS. Tenants must provide their own towels and personal grooming aids.

4.6 DAY USE LOCKERS. Tenant shall use the lockers for day use only. There shall be no overnight storage of equipment or clothing. Tenant may not secure a locker for later use of that locker. Articles found at the athletic facility should be turned in to the 400 Sixth Avenue Building management office, Suite 100.

4.7 EXERCISE CLOTHING. Appropriate workout attire must be worn at all times in the Facility. Tenant shall not loiter in the common areas of the building when dressed in exercise clothing.

5. **MISCELLANEOUS**

5.1 Applicable Law. Oregon State Law governs this Agreement.

5.2 Severability. If any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement will be valid and enforceable.

5.3 Integration and Amendment. This Agreement and the documents referred to in this Agreement constitute the entire Agreement between the Partnership and the Tenant, and superseded all prior agreements between the parties. This Agreement may only be amended by a written amendment agreement. The Partnership shall not be bound by any oral agreements.

5.4 No Waiver of Rights. No waiver or any rights by the Partnership shall prevent the Partnership from future enforcement of its rights.

IN WITNESS WHEREOF, the Tenant has executed this Agreement this _____ day of _____ 20____.

TENANT:

Signature

Print Name

Access Card#

400 Sixth Avenue Building Athletic Facility
Rules and Regulations

- NO GUESTS. Tenant shall not invite or permit guests, family members, or other non-tenants to use the Facility.
- NO SMOKING. No smoking shall be permitted in the Facility.
- NO ALCOHOL. No alcoholic beverages shall be permitted in the Facility.
- NO GLASS. Glass containers shall not be permitted in the Facility.
- OWN TOWEL. Tenants must provide their own personal grooming aids.
- DAY USE LOCKERS. Tenant shall use the lockers for day use only. There shall be no overnight storage of equipment or clothing. Tenant may not secure locker for later use. Articles founds at the Facility should be turned in to Partnership's manager, Unico Properties LLC for Felton Management, Suite 1250 of the US Bancorp Tower.
- EXERCISE CLOTHING. Appropriate workout attire must be worn at all times in the Facility. Tenant shall not loiter in the common areas of the building when dressed in exercise clothing.
- HOURS. The Facility is open 24 hours per day, 7 days per week.