

BICYCLE STORAGE ROOM - CONSENT AND WAIVER OF LIABILITY
560 MISSION STREET, SAN FRANCISCO CA 94105

In order to use the BICYCLE STORAGE ROOM ("Facility") located on B1 Level of the 560 Mission Street Parking garage at **560 Mission Street, San Francisco, CA**, (the "Building"), I hereby certify, covenant, and agree as follows:

- 1. I will use the Facility at my own risk. I acknowledge that neither the Owner of the Building, NOP 560 Mission, LLC ("Owner"), nor the Owner's Agents, The State of California Public Employees' Retirement System, and agency of the State of California, Commonwealth Partners Management Services, L.P., National Office Partners, LLC, CWP Capital Management, LLC ("Owner's Agents"), nor any of the Owner's Agents, advisors or employees, are expected to be in any way held responsible for lost, stolen or damaged property that may occur as part of my use of the Facility, or any forgotten items left inside the Facility.
- 2. I shall indemnify and hold harmless the Owner of the Building, NOP 560 Mission, LLC ("Owner"), The State of California Public Employees' Retirement System, an agency of the State of California, Commonwealth Partners Management Services, L.P., National Office Partners, LLC, CWP Capital Management, LLC ("Owner's Agents") from any and all claims arising from my use of the Facility.
- 3. I acknowledge that neither the Owner nor any of the Owner's Agents, contractors, advisors or employees make any representations or warranties about the condition or security of the Facility.
- 4. I acknowledge that the Facility is unstaffed and is monitored only by a visual surveillance device. I understand and acknowledge that the Owner nor any of the Owner's Agents, advisors or employees, represents that its employees, personnel or Agents have expertise in proper bicycle use.
- 5. I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the Facility (a copy of which is attached hereto). I agree that I will fully comply with all rules and regulations as they are amended from time to time.

EMPLOYER:

Employer Name and Suite No.:

Telephone

USER:

Employee Name:

Printed

Signature

Date

Access Badge Number: _____



BICYCLE STORAGE ROOM - RULES AND REGULATIONS

As of September 2019

Page 1 of 2

The following Rules and Regulations are intended to make the BICYCLE STORAGE ROOM Facility ("Facility") as safe, enjoyable and pleasant as possible for all users ("Users"). These Rules are applicable to all Users and may be changed from time to time by **NOP 560 Mission, LLC** ("Owner") or Owner's Agents in order to provide for the safe, orderly and enjoyable use of the Facility.

1. Use. Users shall not install, nor tamper with or remove, any fixtures in the Facility. **No person may use the Facility unless they have signed a Consent and Waiver of Liability.** This Facility is open to Tenants only. Guests are not authorized to use the Facility and users shall not grant access to the Facility, nor permit the Facility to be used, by any unauthorized persons. Access is restricted by access card. Never allow entry to anyone else but yourself.
2. Bike Racks. User is responsible for keeping their bicycle locked in the Facility at all times. We recommend locking your bicycle frame to the Bike Rack with a high-quality hardened steel U-lock and secure your wheels. Bicycle racks are for temporary day-to-day use and are on a first come, first served basis. No long-term use allowed. Bicycles may not be left in the same Bike Rack more than two (2) weeks. Any bike found exceeding this time limit will have the locks cut at owner's expense. Bicycles will be put in storage and a storage fee will be levied at the owner's cost. After six (6) months of storage, the bicycle will be donated.
3. Etiquette. Bicycles must be walked up and down the Garage ramps. For safety, do not pass a vehicle that is in front of you. Bicycles are prohibited in the Lobby and in passenger elevators, as they may cause damage to the Lobby doors, stone floor, turnstiles and passenger elevators.
4. Hours of Operation. The Facility may be used only during the following hours:

Monday through Friday

4:00 a.m. to 8:00 p.m.

The Facility will not be open for use on weekends, New Year's Day, Presidents' Day, Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. The Facility may be closed, and its hours of operation modified from time-to-time, at Owner's sole discretion. Tenants will be notified at least 24 hours in advance of any closing, unless such closing is due to emergency.

5. Identification. Upon request by Owner's employee or personnel, Users must present their key for identification purposes. Neither Owner nor the Owner's Agents assumes responsibility for lost or stolen keys.
6. Tailgating. Users must not allow tailgating and ensure the door is fully closed when exiting. Users will not open the Facility door for any person wanting to use the Facility and will insist the person uses their own access card for access.
7. Violation of Rules. Please hang or insert your bicycle in the Facility according to rack design. Any bicycles locked to the fence or improperly to a rack will have the lock cut, at the owner's expense, and the bicycle will be removed to storage. Repeated failure or refusal to comply with any of the Rules and Regulations may result in the loss of privileges.

BICYCLE ROOM - RULES AND REGULATIONS

As of September 2019

Page 2 of 2

8. Maintenance. No member shall leave any litter, trash, debris, or articles of clothing at the Facility. The entry door(s) to the Facility shall be kept closed at all times.
9. No Representations. User hereby acknowledges that the installation of equipment, devices and/or facilities in or serving the Facility shall in no way be deemed a representation or warranty by Owner or Owner's Agents regarding the efficacy or safety of the same, nor as an agreement or undertaking by, or obligation of, Owner or Owner's Agents to protect, indemnify or hold User harmless from any harm of any type or to ensure User's safety. It is expressly understood and agreed that use of the Facility by User shall be at User's sole risk.
10. Badges. User hereby agrees to keep any badge provided to User in User's possession and control at all times until required or requested to surrender the same, and in no event shall User lend or otherwise transfer its badge to any other person. In the event User shall lose or misplace its card key, or in the event User's card shall be stolen, User shall immediately notify Owner and Owner's Agents in writing. User further agrees that, in the event either (i) User's employment with Tenant is terminated for any reason, or (ii) Tenant shall be in default under its lease with Owner, Owner's Agents may immediately de-activate User's badge and User shall immediately surrender its badge to Owner's Agents. User hereby acknowledges that the badge is and shall remain the property of Owner's Agents, and User agrees to return the same to Owner's Agents upon the expiration (or sooner termination) of Tenant's lease or any earlier date on which Owner's Agents is entitled to de-activate said badge. Inoperative (but not de-activated) badges will be replaced at no charge, but lost and de-activated badges will be replaced (or reactivated, as the case may be) at a cost established by the Owner's Agents from time to time.
11. Safety. Safety Awareness for Everyone (SAFE), partnered with the San Francisco Police Department, to maintain a registry in the event a bicycle is stolen. We recommend registering your bicycle with a company like SAFE: <https://sfsafe.org/safe-bikes/>. Be alert and report any suspicious activity in the Facility.