

**AGREEMENT FOR BICYCLE STORAGE**

25 EAST WASHINGTON ST., CHICAGO, ILLINOIS 60602

“Building”

\_\_\_\_\_ Effective Starting Date

\_\_\_\_\_ Entry Code#

Name: \_\_\_\_\_ (print name)

Business address: Company: _____ Address: _____ City: _____ State: ____ Zip: ____ Email _____ Telephone: ( ) _____	Home address: Address: _____ City: _____ State: ____ Zip: ____ Email _____ Telephone: ( ) _____
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In consideration of the bicycle storage facility and change area (“Facility”) being provided to me in the Building, I AGREE as follows:

1. As an amenity in the Building, the Facility is being provided to me for use without charge, subject to the terms and conditions noted in this agreement and the attached Rules and Regulations. Aspire Properties, LLC (“Manager”) is the Owner’s duly authorized representative and the Building’s manager. Owner and Manager reserve the right to charge for the Facility in the future, to grant or deny access to any person in Manager’s sole discretion, and to alter and revise the Rules and Regulations from time to time. I agree to abide by all such conditions.
2. The Facility contains a shower and change facility and by signing this agreement I have the ability to use that also, subject to the terms of this agreement.
3. I am responsible for the cost of replacing my Building access card/code if it is lost, damaged or stolen and I am responsible for any damage I cause to the Facility or others’ property.
4. This agreement shall continue from month to month unless and until terminated at the end of any calendar month by either party by prior written notice to the other party. Manager reserves the right to immediately terminate this agreement at any time if I fail to abide by or breach any of the conditions contained herein.
5. I may store my bicycle in and use the Facility at my own risk. I acknowledge and agree that 25 East Washington Associates, L.P., as the owner of the Building, the Manager, and each of their respective representatives, partners, directors, officers, members, shareholders, managers, owners, agents, employees, insurers, beneficiaries, successors and assigns (collectively, “the Building Interests”) shall not be responsible or liable for loss, damage to or destruction of my bicycle or other property by reason of fire, theft, vandalism or any other cause while either in the Facility or en route thereto or from. I am responsible for providing my own lock to be used within the Facility.
6. I understand that the Facility and change area are unmanned and unsupervised during its hours of operation. Regarding the change area, I am required to bring my own towels and toiletries. All items of personal property brought into the Facility and change area are at my sole risk of loss, theft, damage. I am expected to help keep the Facility and change area in a neat and orderly condition. If I see an issue, I understand I am supposed to contact the Management Office. No more than one person is allowed in the change area at any one time. Food and beverages (other than water) are not allowed in the change area. The shower and change facilities are available on a first come, first serve basis and are for use during normal business hours only. Users shall not leave any litter, trash, debris, or any other articles of personal property in the change area, including without limitation, soap, shampoo, combs, etc. Any items left in the change area may be disposed of by Manager. Owner and Manager are NOT RESPONSIBLE for items lost, stolen, or left in the Facility or disposed of by Manager.
7. I understand that my use of the Facility and the change area, including any facilities located therein, may present the risk of physical injury and/or of loss of or damage to my personal property. I ASSUME THIS RISK AND AGREE THAT MY USE THE FACILITY SHALL, AT ALL TIMES, BE AT MY OWN RISK. I, ON BEHALF OF MYSELF, MY HEIRS AND PERSONAL REPRESENTATIVES, HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE AND RELEASE ALL BUILDING INTERESTS FROM ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER (COLLECTIVELY, "CLAIMS") FOR ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE FACILITY OR THE FACILITIES LOCATED THEREIN OR ACCESS THERETO. I SPECIFICALLY UNDERSTAND THAT I AM WAIVING AND RELEASING ANY CLAIMS I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR OTHER CONDUCT BY OWNER, MANAGER OR ANY BUILDING INTERESTS. I FURTHER AGREE TO AGREE TO INDEMNIFY AND HOLD HARMLESS OWNER, MANAGER AND ALL BUILDING INTERESTS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS ARISING AS A RESULT OF MY USE OF THE FACILITY. I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY BEFORE SIGNING BELOW AND FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.

Signature of Party Named Above: \_\_\_\_\_

Make of Bicycle: \_\_\_\_\_ Model/Serial Number: \_\_\_\_\_ Color: \_\_\_\_\_