



COLUMBIA SQUARE FITNESS CENTER TERMS & CONDITIONS

Welcome to the new Columbia Square Exercise and Shower Facilities! To help ensure your safe use of our exercise room, equipment and shower room (together, the “Facilities”), we have established the following terms and conditions of use. We may also establish additional rules and regulations from time to time regarding the use of the Facilities. We require all users who wish to use the Facilities to sign an Exercise and Shower Facilities Agreement and pay the required annual fees as detailed below.

TENANT USE

The Facilities are available on a first-come, first-served basis for tenants only, when open during the business hours of the building established by building management. No user of the Facilities (each a “User”) shall permit anyone other than User to use the key fob to the Facilities provided by the building manager. Upon termination of membership, User shall return their key fob in working order to Owner to receive their deposit refund. When necessary, replacement key fobs are available for an additional \$10 deposit, payable to Owner.

MEMBERSHIP

Each User who wishes to start use of the Facilities will be asked to read and sign an Exercise and Shower Facilities Agreement (the “Agreement”) and pay in advance the yearly membership fee of \$60, no refunds will be available. Tenants who wish to start membership should mail or bring a signed copy of the Agreement with payment to Columbia Square LLC (“Owner”), c/o Melvin Mark Brokerage at 111 SW Columbia Street, Suite 1380, Portland, OR 97201. Payments shall be made payable to Columbia Square LLC. Owner may increase the fee by giving User 30 days’ prior notice. Annual renewal notices will be mailed prior to the Agreement’s termination date. Either User or Owner may terminate the Agreement by giving 30 days’ prior notice to the other.

ASSUMPTION OF RISK

User accepts the Facilities in their condition and bears all risk of injury whatsoever. User understands the hazards of the use of showers and exercise equipment. User assumes all risk of injury, death and damage to persons or property related directly or indirectly to use of the Facilities. User fully and unconditionally waives, discharges and releases Owner, the manager of the building and their respective members, agents, representatives, employees, vendors, owners and affiliates from all claims, losses, damages, liabilities, costs and expenses (including attorneys’ fees) that relate directly or indirectly to the Facilities and the use of the Facilities, whether known or unknown and whether foreseen or unforeseen.

PERMITTED USE

User shall use the Facilities for exercising, showering, and for changing clothes and for no other purpose. User is required to wear athletic shoes in exercise areas. Due to the limited number of lockers available, Owner cannot designate personal lockers to users or allow locks to be left on overnight or throughout the business day. User shall remove his or her lock when finished using the Exercise and Shower Facilities or locks will be removed by Owner. Owner is not responsible for articles left behind, valuables placed in lockers or items that are lost or stolen. Owner will not provide any towels, soap or other personal toiletries.

NO SMOKING/FOOD POLICY

Columbia Square is a designated non-smoking building by the Oregon Clean Air Act (OR 433.835 – 433.875.) Smoking is prohibited in all public areas of the building including lobbies, corridors, stairwells and rest rooms. Please contact the building manager for further information on approved smoking areas. Users shall not bring food into the Facilities, including gum. Users shall not bring beverages into the Facilities except for water which is allowed if contained in a covered plastic water bottle.

CELL PHONE POLICY

We ask that tenants refrain from the use of personal cell phones while they use the Facilities. Personal ear buds or ear phones are required for all music equipment and while using the TVs. Radios or docking stations are not allowed.

EXERCISE EQUIPMENT

Users shall use the exercise equipment only in a manner which is intended by the manufacturer and only if Users are sufficiently fit for such use, as determined by Users' doctors. Users shall not move the equipment. If Users have any maintenance requests, Users should notify building management by calling 503-223-4777 or emailing us at tenantmaint@melvinmark.com.

COMPLIANCE WITH RULES

User will comply with all rules and regulations regarding the use of the Facilities. Owner reserves the right to amend or alter these rules and regulations at any time in Owner's sole discretion. Owner may suspend or revoke a User's membership if he or she fails to comply with these Terms and Conditions or any other rules and regulations.