

# AGREEMENT, RELEASE AND WAIVER FOR USE OF BICYCLE ROOM

**EQUITY OFFICE PROPERTIES MANAGEMENT CORP.**, a Delaware corporation (“Licensor’s Agent”), as agent for **TWO NORTH RIVERSIDE PLAZA JOINT VENTURE LIMITED PARTNERSHIP**, an Illinois limited partnership, (“Licensor”) beneficial owner of Two North Riverside Plaza, Chicago, Illinois (the “Building”) grants to the undersigned (“Licensee”) a non-exclusive license to use the Licensed Space (as defined herein), subject to space availability, for parking one bicycle during Licensee’s work day, (the “Function”) upon the following terms and conditions:

## 1. DESCRIPTION OF LICENSE

- 1.1 This agreement (the “Agreement”) relates to the following “Licensed Space”: Bicycle Room located in the Two North Riverside Plaza Executive Garage at the ground level of the Building.
- 1.2 This License is nonexclusive, nonassignable, subject to space availability and revocable pursuant to the terms hereof.
- 1.3 “Term” shall be on a month to month basis, commencing on the executed application date. The Term shall automatically renew monthly until terminated by either party by 5 days written notice of termination delivered to the other party. Any such termination shall be effective as of the last day of the first full month following the date written notice of termination is delivered to the other party by the terminating party. Landlord reserves the right to terminate this Agreement with 5 days prior written notice at any time during the Term of the Agreement. Once terminated, keycard access to the Executive Parking Garage will be revoked.
- 1.4 The undersigned may not sublicense the Licensed Space to any other person or entity, and any attempt to do so shall render this License immediately null and void.
- 1.5 This License may be exercised only for the purpose of effecting the Function set forth in this Agreement, and any attempt to exercise this License for any other purpose shall render this License immediately null and void.
- 1.6 This License is revocable by Licensor at any date upon no prior notices in the event of any breach of this Agreement.
- 1.7 In no event shall Licensor or Licensor's Agent be held liable, in the event of any revocation or voiding of this License pursuant to the terms hereof, or in the event there is no space available in the Bicycle Room, for any amounts.

## 2. RULES GOVERNING THE LICENSED SPACE

- 2.1 Licensee must enter the bicycle room solely through the pedestrian door on Washington Street that is east of the Two North Riverside Plaza Executive Garage overhead rolling doors. Licensee must exit through the pedestrian door only.
- 2.2 Licensee shall not be permitted to enter or exit the Two North Riverside Plaza Executive Garage through the overhead rolling doors nor utilize the garage ramp at any time, as this area is for motorized vehicles only.
- 2.3 Licensee must affix the assigned Two North Riverside Plaza Registered Bicycle Sticker in a visible location on the Licensee’s bicycle.
- 2.4 All bicycles and accessories placed in the bicycle room shall be placed there at Licensee’s sole risk. Neither Licensor nor Licensor's Agent is to be in any way held responsible for any damage that may occur to Licensee's property while located on the Licensed Space.
- 2.5 Licensee may not store any motorized scooters or motorcycles in the bicycle room.
- 2.6 Although the bicycle room door will be secured, Licensee is responsible for keeping their bicycle locked when placed in the bicycle room at all times.
- 2.7 Bicycles may only be left in the bicycle room overnight due to inclement weather. Bicycles are not to be left in the bicycle room over the weekend.
- 2.8 Licensee shall not permit or suffer any flammable, toxic or otherwise hazardous materials to be transported through, or used, located, or stored within, the Licensed Space.
- 2.9 Licensee shall ensure that there is no interference during the Licensed Period with the ingress and egress of tenants of the Building or their invitees, or with the ordinary course of business in the Building.

## 3. RELEASE AND WAIVER OF LIABILITY

3.1 Licensor shall not be liable for, and Licensee waives, all claims for loss, theft or damage to Licensee's property or the property of any person claiming by, through or under Licensee resulting from: (1) wind or weather; (2) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe or downspout; (4) the bursting, leaking or running of any tank, water closet, drain or other pipe; (5) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (6) any act or omission of any party other than the gross negligence of Licensor; and (7) any causes not reasonably within the control of Licensor. Licensee shall insure itself against such losses.

3.2 No owner, general or limited partner, principal officer, director, employee, agent or shareholder of Licensor shall be personally liable for the performance of Licensor's obligations under this Agreement. The liability of Licensor for any of Licensor's obligations under this Agreement shall be limited to \$100.00, and Licensee shall not look to any of Licensor's other assets for enforcement or satisfaction against any owner, general or limited partner, principal officer, director, employee, agent or shareholder of Licensor.

**4. INDEMNITY**

4.1 To the fullest extent permitted by law, the Licensee shall indemnify hold harmless and defend the Licensor, the Licensor's Agent and their respective owners, direct and indirect partners, principals, officers, directors, shareholders, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, directly or indirectly arising out or alleged to arise out of or resulting from this License or any use of the Licensed Space during the License Period, including but not limited to all claims, damages, losses or expenses which may be: (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) which may be caused in whole or in part by any fault or negligent act or omission of Licensee, or anyone for whose acts it may be liable, or anyone acting for or on its behalf, regardless of whether or not it is caused in part by a party indemnified hereunder.

4.2 In addition to and not in limitation of Licensor or Licensor's Agent other rights and remedies under this License Agreement, should Licensee fail within ten (10) days after written request from Licensor to indemnify and defend Licensor, the Licensor's Agent and its or their respective owners, direct or indirect partners, principals, officers, directors, shareholders, agents and employees specifically from and against any loss, damage, injury, liability or claim arising out of Licensee's use of the Licensed space as herein provided, then in any such case Licensor and/or Licensor's Agent may, at its option, pay any such claim, loss, demand, injury, liability or damages, or settle or discharge any action therefore or satisfy any judgment thereon, and all costs, expenses, and other sums incurred by Licensor or Licensor's Agent in connection therewith (including but not limited to attorneys' fees) shall be paid to Licensor by Licensee upon written demand, together with interest thereon at the maximum contract rate permitted by law from the date incurred or paid until repaid, and any default either in such initial failure to pay or subsequent repayment to Licensor or Licensor's Agent shall at Licensor or Licensor's Agent option constitute a breach under this License Agreement.

**5. MISCELLANEOUS TERMS**

5.1 This Agreement shall constitute the entire agreement of the parties, and shall supersede any other agreements that may exist between the parties as of the date hereof. This Agreement may not be amended or modified except by a writing duly executed by the parties hereto. Any past, present or future promises or representations not contained in this Agreement or in a duly executed written amendment thereto are and will be null and void and may not now or in the future be relied upon by any party.

\_\_\_\_\_  
Employer:

Suite #: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_  
Bicycle make and model (please include the color)

I understand and agree to the above Agreement, Release and Waiver for the Two North Riverside Bicycle Room.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Sign)

Date: \_\_\_\_\_