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## Prudential Plaza Fitness Center Application, Release, Rules & Regulations

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Suite Number: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Key Card #: \_\_\_\_\_ Gender: \_\_\_\_\_ Male \_\_\_\_\_ Female

Home Address: \_\_\_\_\_

<p><b>MEMBERSHIP</b> <b>\$50.00 Initiation Fee</b></p>	<p><b>PERSONAL LOCKER</b> <b>\$15.00 Monthly Fee*</b> <i>*To be paid in full upon registration for the current year.</i></p> <p style="text-align: center;"><i>Yes / NO</i></p> <p><i>LOCKER #:</i> _____</p>	<p><b>LAUNDRY SERVICE</b> <b>\$15.00 Monthly Fee*</b> <i>*To be paid in full upon registration for the current year.</i></p> <p style="text-align: center;"><i>Yes / NO</i></p>
<p><b>Start Date:</b> <b>Cancellation Date:</b></p>	<p><b>Start Date:</b> <b>Cancellation Date:</b></p>	<p><b>Start Date:</b> <b>Cancellation Date:</b></p>

**Make checks payable to BFPRU I, LLC**

Management reserves the right to reject this application and/or revoke membership or renewals.

**THE INITIATION FEE IS NON-REFUNDABLE!** Fees are to be paid by check, credit card through the Prudential Plaza website ([prudentialplaza.info](http://prudentialplaza.info)), or the Prudential Mobile App.

Completed applications can be dropped off at the Office of the Building or emailed to [Elizabeth.Knight@am.jll.com](mailto:Elizabeth.Knight@am.jll.com).

Returned checks will be subject to a charge assessed by the financial institution processing same and an administrative fee of \$25.00 per occurrence. Should you choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event the Fitness Center ceases to conduct business. The Fitness Center does not post a bond and there may be no other protections provided to you should you choose to pay in advance.



## EMERGENCY CONTACT INFORMATION

*This information is confidential and will only be used if you are involved in a medical emergency. Please provide two (2) contacts.*

Emergency Contact Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

I acknowledge that all information provided on the Fitness Center Application is true, correct and complete as of the date set forth below. I also agree to immediately inform the Manager in writing of any changes to the information provided on the Fitness Center Application, including, but not limited to, my Emergency Contact information.

Signature \_\_\_\_\_ Date \_\_\_\_\_



## RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

Jones Lang LaSalle Americas (Illinois) LP (the “Manager”) has provided certain individuals with a license to access and use the fitness center, an unsupervised and un-staffed exercise room with locker room facilities (the “Fitness Center”) and certain exercise equipment (the “Equipment”), located in One Prudential Plaza, Chicago, Illinois (“Prudential Plaza”). The undersigned acknowledges the need to undergo regular medical and fitness testing to determine personal fitness, proper activity level, and the level of personal risk involvement and obtain physician approval of the same. The undersigned acknowledges that the Fitness Center does not perform such medical and fitness testing or otherwise render medical advice, and agrees that he/she shall have the sole responsibility for their health and well-being, and for procuring and undergoing such testing. The undersigned acknowledges that he/she has either had a physical examination and has been given a physician’s permission to participate in physical activities available in the Fitness Center, or that he/she has decided to utilize the Fitness Center and Equipment without approval of his/her physician and does hereby assume all responsibility for his/her participation in the utilization of the Fitness Center. The undersigned hereby acknowledges that there are inherent risks to exercising. The undersigned voluntarily assumes all risks associated with exercising and using the Fitness Center and Equipment as a condition of his/her membership to the Fitness Center. In addition, the undersigned hereby declares himself/herself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent his/her participation or use of the Fitness Center, including but not limited to the Equipment.

In consideration of the Manager providing the undersigned with an electronic key card that will allow the undersigned to access the Fitness Center during hours of operation, the undersigned hereby fully, finally and completely waives, indemnifies, holds harmless and releases BFPRU I, LLC, Manager and their respective successors, lenders, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys, agents, past, present and future, and their respective heirs, successors and assigns (collectively and individually, “Manager Parties”), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions and causes of action of any and every nature whatsoever, known or unknown, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future, which the undersigned has or may claim to have against the Manager Parties arising out of or relating to the undersigned’s use, access or visitation of the Fitness Center (including without limitation, use of the Equipment), including any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Manager Parties, including its negligent maintenance of the Equipment.

**Initials:** \_\_\_\_\_



**RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT CONTINUED**

The undersigned acknowledges that the license granted by the Manager is limited to the undersigned's use, access and visitation to the Fitness Center. The undersigned agrees not to provide any other individual, including family members, with entrance to or use of the Fitness Center. Manager has the right, in its sole discretion, to modify, without prior notice to or obtaining the consent of the undersigned the terms and conditions of use of the Fitness Center, including but not limited to additions, deletions or modifications to Equipment installed in the Fitness Center, increases in membership fees and fee structure, or change in hours of operation, ceasing operations of the Fitness Center in its entirety or permitting access to the Fitness Center based on criteria developed by the Manager, as amended from time to time.

By signing the Release, Indemnity and Hold Harmless Agreement (the "Release"), I acknowledge that I have read and fully understand the foregoing Release and have received, read and understood the Prudential Plaza Fitness Center Rules and Regulations (the "Rules"). I therefore agree to be bound by the Release and conform to the Rules as amended from time to time. The undersigned acknowledges that the provisions of this Release shall survive any termination or expiration of their (i) access to the Fitness Center; or (ii) employment at Prudential Plaza.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name Printed \_\_\_\_\_



## **Prudential Plaza Fitness Center Application, Release, Rules & Regulations**

### **LOCATION**

- The Fitness Center is located on the 11<sup>th</sup> floor of One Prudential Plaza, Suite 1150.

### **HOURS OF OPERATION**

- Monday through Friday: 4:00 a.m. to 8:00 p.m.
- Saturday: 7:00 a.m. to 4:00 p.m.
- The Fitness Center will be closed on all Legal Holidays, including, but not limited to New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving and Christmas day and may be closed without notice on such other days determined by the Manager. Without limiting the foregoing, the Manager also reserves the right to close the Fitness Center for any special event, emergency or other circumstance at Prudential Plaza that Manager or its agents believe necessitates restricted access to Prudential Plaza.

### **MEMBERSHIP**

- Memberships are not transferable.
- All members must be at least eighteen (18) years of age.
- Membership rates and membership structure may be changed at any time.
- ALL Membership fees are NON-REFUNDABLE.
- The right to membership may be revoked at any time and for any reason, without explanation or notice.
- Payments must only be made by check or PayPal (via the Property website) and payable to BFPRU I, LLC. There will be NO proration of fees for memberships, personal lockers or laundry service.
- If any check is returned by the bank for insufficient funds, key card access will be terminated on the next business day and member will be assessed a charge equal to the amount charged to Manager by the bank for processing said check, plus an administrative fee of \$25.00 per occurrence.
- ONLY occupants of Prudential Plaza shall be allowed to be members of the Fitness Center.
- All members of the Prudential Plaza Fitness Center must complete and execute the membership application, the Release and such other documents required by Manager from time to time.

### **PERSONAL LOCKER USE**

- For \$15/month, to be paid in full for the current year (\$180, starting in January), Tenants can rent a small personal locker in the main gym area to store personal items.
- Each Tenant must renew their locker reservation by January 1<sup>st</sup> of each year. If locker rental has not been renewed, all contents of the locker will be confiscated. Confiscated items will be placed in the Lost & Found. See building security to reclaim items. If not claimed for more than fourteen (14) days, such items shall become the property of the Manager.
- Tenant understands that Manager is not responsible for lost or stolen items.
- To lock and unlock your locker, you must use your own 4-digit code. If code is forgotten, security can provide an unlock service for \$15 per occurrence.



## LAUNDRY SERVICE

- For \$15/month (\$180, starting in January), to be paid in full for the current year, Tenants can take advantage of the Prudential Plaza gym clothes laundry service.
- One laundry bag will be issued to each locker.
- Tenants can drop their laundry bag in the towel drop after their workout and their clothes will be returned to their personal locker the next morning by 4 a.m., cleaned and folded.
- Laundry service must be in conjunction with a Personal Locker purchase. Laundry service is not available if a personal locker is not purchased.
- Manager shall not be held responsible for lost, stolen or damaged clothes and/or any allergic reactions to laundry detergents.
- **You must write your 4-digit lock code on the provided sticker inside your personal locker so that it can be locked with YOUR code once the laundry is returned.**

## GUESTS

- Tenants can purchase a guest day pass to the Fitness Center for employees and business guests for a fee of \$20 through the Prudential Plaza Workspeed system, ONLY. The \$20 fee will be billed to the Tenant, not the individual. Individual employees are NOT allowed to purchase guest passes.
- Tenant guests will exchange a driver's license or photo identification to obtain an activated key card for the Fitness Center from the Office of the Building upon verification of the Workspeed ticket. In addition, the tenant guest will be required to sign the Release, Indemnity and Hold Harmless Agreement and these Rules and Regulations.
- Key cards for guests will be activated for one day and will expire at the end of normal Fitness Center hours of operation.

## ACCESS

- Upon receipt of payment for membership, member's existing building key card will be activated for access to the Fitness Center.

## KEY CARD

- The key card is to be used by the Prudential Plaza tenant ONLY and must be swiped each and every time member enters the Fitness Center.
- Members agree to not allow any other individual, including family members, access to the Fitness Center through the use of their assigned key card.
- **Any Prudential Plaza tenant who allows any other individual access to the Fitness Center, other than themselves, will automatically be terminated from use of the Fitness Center, without notice.**
- If the key card is lost, a replacement fee will be charged for a new key card and a separate \$5.00 fee will be due to activate the new card's access to the Fitness Center.

## SUPERVISION

- All members of the Prudential Plaza Fitness Center understand that the Fitness Center is an unsupervised and unstaffed exercise room.
- All members voluntarily assume all risks associated with exercising and using the Fitness Center.



## EMERGENCY

- In the event of an emergency, members should activate the emergency call buttons located on the Fitness Center locker rooms.

## MEMBER CONDUCT

- Cell phone use in the gym area is prohibited. If you must carry a cell phone or other communication device, please turn off the ringer as a courtesy to others and step outside of the fitness center to take the call.
- No food or gum chewing is allowed in the Fitness Center.
- No smoking, drugs or alcohol use is permitted in the Fitness Center. Membership will be terminated immediately if any member is found to be under the influence of alcohol or any illegal substance while in the Fitness Center.
- No loud or abusive language is permitted.
- No music is to be played in the Fitness Center so that it is noticeably audible to other members including, but not limited to, use of personal listening devices such as iPods.
- Please be courteous to other members while in the Fitness Center and keep conversations to a minimum.

## DRESS CODE

- Any violation of the Prudential Plaza Fitness Center dress code will result in the member being asked to leave, NO exceptions.
- Only unaltered t-shirts and sleeveless shirts which cover the entire stomach, chest and back will be allowed.
- Strapless halter tops or the like and bra tops are not permitted.
- Sweats and modest shorts designed for exercise shall be permitted. Jeans and/or any pants with buttons or hardware (zippers/rivets) are not permitted.
- Any clothing which bears offensive language or offensive graphics is not permitted.
- Athletic shoes must be worn at all times. Bare feet, socks without shoes, flip flops, open back shoes, boots and black-soled shoes are not permitted.
- Accessories (jewelry, watches, scarves, etc.) that are likely to interfere or damage the Fitness Center Equipment are not permitted.

## EQUIPMENT USAGE

- **DO NOT DROP WEIGHTS. DO NOT ALLOW MACHINE PLATES TO SLAM.** Perform controlled repetitions only or you will be asked to leave.
- **Personal use of the work-out studio is prohibited if a class is in session.**
- Please wipe down machines after use with towels that are provided.
- Please share equipment and allow others to use your machine when doing multiple sets.
- Please return all dumbbell weight equipment to the appropriate place on the racks.
- There is a thirty (30) minute time limit on all cardiovascular equipment during peak periods of use.
- No personal trainers engaged by members will be allowed in the Fitness Center.
- All equipment failures should be reported to the Manager immediately.
- Any damage to equipment caused by a member's negligence shall be repaired and/or replaced at such member's cost.



## **LOCKER ROOM USE**

- All belongings must be stored in a locker. Personal items should not be left or stored in the fitness area.
- Any personal items left in lockers at the end of the day will be removed and discarded. The contents of the locker will be placed in the Lost & Found. See building security to reclaim items.
- To lock and unlock your locker, you must use your own 4-digit code. If code is forgotten, security provide an unlock service for \$15 per occurrence.
- Any items left in the shower areas will be discarded nightly.
- Members accept complete responsibility for any personal items lost, stolen or discarded from any area of the Fitness Center, including, but not limited to, the locker room.
- If an item is left with building security for more than fourteen (14) days, such item shall become the property of the Manager.

## **FURTHER CONDITIONS**

- The Release and the Rules, as amended from time to time by the Manager, and the Fitness Center Application constitute the entire understanding between the parties with respect to member's use, access or visitation to the Fitness Center.
  - Member agrees that neither the terms nor the provisions of the Rules may be waived, modified, amended, discharged or terminated through or by any oral representation, agreements or understandings.
  - Manager has the right, in its sole discretion, to modify, without prior notice to or obtaining the consent of the member the terms and conditions of use of the Fitness Center, including but not limited to additions, deletions or modifications to Equipment installed in the Fitness Center, increases in membership fees or changes in hours of operation ceasing operations of the Fitness Center in its entirety or permit access based on criteria, as amended from time to time developed by the Manager.
  - Manager may request that anyone seeking to utilize the Fitness Center execute other supplementary documents as required from time to time.
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## **DAILY USE LOCKER DIRECTIONS**

1. Place personal items in an open locker.
2. Close door, press "C", enter a four digit code, press the "Key" button.
3. Close Red light will flash and beep once indicating the door is secure with code.
4. To open locker, press "C", the four digit code, and "Key" button.
5. Red light will flash and beep once. The door will be unlocked.
6. To lock the door again, repeat steps 2 & 3.