

30 INDEPENDENCE FITNESS CENTER

MEMBERSHIP AGREEMENT

AND

RULES AND REGULATIONS

THE PARTIES: This is an agreement between The GC Net Lease (Warren) Investors, LLC as “Owner” and Transwestern Commercial Services New York, LLC as “Manager” and _____ “Member”, an employee of _____ (Company)

DESCRIPTION OF MEMBERSHIP: By signing this Agreement, you are entitled to use the facilities of the 30 INDEPENDENCE FITNESS CENTER (“Center”), located at 30 Independence Boulevard, Warren, New Jersey; and any future fitness center constructed, modified, or relocated at 30 Independence Boulevard, subject to the following terms)

LENGTH OF MEMBERSHIP: You must be an employee of a company having a valid lease at 30 Independence Boulevard.

CONDITIONS OF MEMBERSHIP:

1. Upon the execution of this Agreement, Member shall be entitled to all the rights and privileges of a Member of the Center.
2. This membership is not transferable in any manner whatsoever, and is for your individual use only.
3. Member understands and agrees that Manager and Owner are not in the business of and have no experience in operating exercise and fitness facilities; that the Fitness Center will not be actively supervised by Manager but is simply made available to Member for his/her individual recreation; and Member does not look to Manager for assistance or expertise in developing an exercise, health or fitness program; and that Member is solely and completely responsible for his/her own fitness program.
4. Member expressly agrees that the Owner and Manager shall not be liable for any damages arising from personal injuries or loss, damage or theft of property sustained by the Member in, on or about the premises of the Center or as a result of using the facilities and the equipment therein. Member hereby waives any and all claims he or she may have against Owner, Manager and their employees and agents and hereby assumes full responsibility for any damages or losses which may occur to Member in, on or about the premises of the Center and does hereby fully and forever release and discharge the Owner and Manager of 30 Independence Boulevard, and their said employees and agents, from any causes of action, present or future, whether the same be known arising out of the Member’s use or intended use of the Center and equipment therein.
5. Member warrants, represents and agrees that he/she is in good physical condition and has no disability, impairment or ailment preventing him/her from engaging in active or passive exercise or that will be detrimental or inimical to his/her health, safety, comfort or physical condition if

he/she does so engage or participate. If Member has a history of heart disease or any other potential problem with respect to health or physical condition, Member shall consult a physician before using the Center and follow the physician's advice with respect to his/her exercise program. Member represents that he/she will not use the Center or the facilities in the Center with any open cuts, abrasions, open sores, infections or the like, in accordance with local public health requirements. Manager shall have the final determination in this regard; and its decision is final.

6. Each Member is responsible for his/her own personal property. The Owner and Manager, and their respective officers, employees and agents, shall not be responsible for damaged, lost or stolen articles of clothing or any other property of any Member. Lockers are provided ONLY while Member is using the Center. Any property of any Member left overnight, including locks, will be removed.

7. Member agrees to conduct himself/herself in a quiet and well-mannered fashion when in or about the Center so as not to cause any disturbance which would interfere with the enjoyment and effective use of the Center by other Members. Under no circumstances will Member use foul, loud, abusive or slanderous language, or harass, molest, badger or solicit other Members. Member agrees to abide by all rules and regulations promulgated by Owner and Manager and all of the terms and conditions contained herein. Manager reserves the right to terminate this contract and cancel any and all rights to use the Center should Member fail to abide by such rules or the terms and conditions contained herein.

8. Member agrees to utilize the equipment properly and avoid careless use of equipment. Members are encouraged to either place a towel on the part of the equipment which may come in contact with the skin or, after using, wipe dry the equipment which may become wet from perspiration with spray disinfectant provided in facility. Under no circumstance shall Member move exercise equipment in any manner not authorized in writing by Manager. Movable equipment, such as free weights, should be returned to their designated location.

9. Member agrees to report immediately any malfunction, problem or damage to the equipment which is out of order. Manager shall have the exclusive right to arrange for repair of equipment that is out of order.

10. NO GUESTS WILL BE PERMITTED IN THE CENTER. Personal fitness trainers or instructors are not permitted in the Center without prior written consent of the Manager. Each member must be an employee of a company that has a valid lease at 30 Independence Boulevard.

11. The Center will be available for use between the hours of 7:00am and 7:00pm Monday through Friday. Access to the Center will be available at such times by use of your Building Access Card. This Access Card is required for entrance into the Center.

12. Work out attire including sport socks and soft-soled gym shoes are required at all times in the exercise area. Towels and soap are to be furnished by each Member for his/her own use. Also members should removal necklaces and other jewelry for their own safety during any activity.

13. THERE SHALL BE NO SMOKING OR ALCOHOLIC BEVERAGES ALLOWED IN ANY PART OF THE CENTER BY ANY PERSON.

14. No food or drinks (except for enclosed plastic water sip-bottles) are allowed in the Center.

15. Manager reserves the right to amend or add to these rules and conditions as it may deem necessary for the proper management of the Center.

16. Membership includes use of all Center's facilities. Manager shall have the right to add to, change, remove, move, eliminate or modify the equipment, facilities or services in the Center in any manner deemed necessary.

17. Owner and Manager reserves the right at any time in their sole discretion to close the Center, temporarily or permanently.

18. No one under the age of 18 years of may use the Fitness Center.

19. Please report any equipment malfunction as soon as possible to the management office. We can be reached at 973-377-8176.

20. Any injury must be reported to the management office as soon as possible after the occurrence.

21. Do not OPEN the Fitness Center doors for anyone. Persons entering must use their security card to gains access.

22. During peak hours of use, each member must limit their time to 30 minutes on the treadmills, stair climbers, stationery cycles and cross trainers.

23. All users must re-rack the free weights and other exercise equipment after use.

24. Each user is requested to pick up and take with them, their towels, water bottles, newspapers, magazines and books immediately after use.

25. Each user must observe all requirements and warnings of posted signs.

26. Each user is responsible for any damage to the Fitness caused by such user.

27. Anyone in violation of the rules and regulations will not be permitted future use of the Fitness Center.

On all questions concerning the interpretation of this Agreement, the decision of Manager shall be final.

I declare that I have read, understood and agree to the contents of this informed consent agreement in its entirety.

Signature: _____ **Company:** _____

Print Name: _____ **Email Address:** _____

Male / Female **Badge #:** _____ **Date of Signing:** _____

Once received in the management office, please allow 1 business day for the access to be granted.