



# Quincy's Fitness Center, Golf Simulator and Lounge Application, Release, Rules & Regulations

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

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

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

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

Key Card #: \_\_\_\_\_

**FITNESS CENTER MEMBERSHIP: \$50.00 One-Time Fee**

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

***THE ONE-TIME FITNESS MEMBERSHIP FEE IS NON-REFUNDABLE!***

Fees are to be paid check only, payable to: **GLL BVK West Adams, L.P.** Completed applications and payment can be dropped off to the Tenant Experience Coordinator at Quincy's on the 2<sup>nd</sup> floor of 550 West Adams or emailed to [550WAdams@corporateconciierge.com](mailto:550WAdams@corporateconciierge.com).

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

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

I acknowledge that all information provided on this Application is true, correct and complete as of the date set forth below. I also agree to immediately inform the Building Management 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

I, the undersigned (“I”), have requested that you, GLL BVK West Adams, L.P., Jones Lang LaSalle Americas (Illinois), L.P., its successor and assigns (“You”) permit me to use the Fitness Center, Lounge and Golf Simulator Facility (the “Facility”) located at 550 W Adams Street. I agree as follows:

1. I will use the Facility only in accordance with the rules and regulations established by You from time to time. I will not permit any other person to use my access card. \_\_\_\_\_  
**Initials**
  
2. I am physically capable of participation in an exercise program and I have obtained medical clearance from my physician with respect to my participation in an exercise program. I will not perform any activity which will injure me or others while engaging in such program. \_\_\_\_\_  
**Initials**
  
3. I understand that my use of the Facility is at my sole risk and agree that I will bear the sole risk of injury and/or damage to my person or my property. I agree that, in the event of injury, I will be responsible for obtaining medical aid, at my sole expense. I understand that the Facility will not be monitored or observed by You and agree that You have no responsibility to do so. \_\_\_\_\_  
**Initials**
  
4. I, on behalf of myself, my family, and my heirs and representatives, DO HEREBY FULLY AND FOREVER RELEASE, ABSOLVE AND DISCHARGE YOU, and Your officers, directors, shareholders, employees, contractors and agents, and the successors and assigns of the foregoing (the “Releasees”), individually and collectively, from and against any and all Claims that I have, or in the future may have, arising out of or relating to my use of the Facility. “Claims” means any and all claims, causes of action, rights of subrogation, suits, losses, liabilities, damages, costs and expenses (including, without limitation, attorneys’ fees and expenses) of every kind whatsoever, whether past or present, contingent or otherwise, matured or unmatured, known, unknown, punitive, direct or indirect, actual or consequential, arising at law, in equity or otherwise. In addition to the foregoing, I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees, individually and collectively, from and against all Claims of whatever nature incurred by any of the Releasees, arising from or related to my use of the Facility. Notwithstanding anything to the contrary contained herein, nothing contained in this Agreement shall exculpate any of the Releasees from its own negligence or willful misconduct, to the extent such exculpation is prohibited by applicable law. \_\_\_\_\_  
**Initials**
  
5. I agree that I have been given an opportunity to read this Agreement at my leisure, and to ask questions about it. I agree that I have either consulted with an attorney about this Agreement or have elected not to consult with an attorney about it. \_\_\_\_\_  
**Initials**
  
6. I agree that You may revoke my Facility privileges if I violate any of the rules and regulations governing the Facility, and I will return my access card upon Your demand. \_\_\_\_\_  
**Initials**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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



## Quincy's Rules & Regulations

### LOCATION

- Quincy's is located on the 2<sup>nd</sup> floor of 550 West Adams.
- Quincy's contains a Lounge, Golf Simulator and Fitness Center.

### HOURS OF OPERATION

- Monday through Friday: 6:00 a.m. to 9:00 p.m.
- Saturday: 8:00 a.m. to 1:00 p.m.
- Quincy's 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 550 West Adams that Manager or its Agents believe necessitates restricted access to 550 West Adams.

### GUESTS

- The use of this facility is limited to the employees of the tenants in this building that hold a valid key card for entry into the facility. Bringing guests to the facility is **strictly prohibited** and violators will permanently lose their access to the fitness center. All users of the facility must have a signed Waiver form on file in the Office of the Building.

### MEDICAL EXAMINATION

- All members are strongly encouraged to have a complete physical examination prior beginning an exercise program in the Fitness Center or prior to using the Golf Simulator.

### SUPERVISION

- It is understood that Quincy's Lounge, Golf Simulator and Fitness Center is unsupervised and unstaffed.
- All members voluntarily assume all risks associated with exercising and using the Fitness Center and Golf Simulator.

### EMERGENCY

- In the event of an emergency, members should immediately contact the Management Office on the 2<sup>nd</sup> Floor (Suite 200) or Security in the Main Lobby.
- Immediately report any facility related injury and/or any equipment irregularity to Building Management (Suite 220) or Security in the Main Lobby.
- If you feel faint, dizzy, sick, or experience pain and/or have difficulty breathing while using the Fitness Center or Golf Simulator, stop what you are doing.

### FITNESS CENTER MEMBERSHIP

- Memberships are not transferable and NON-REFUNDABLE.
- All members must be at least eighteen (18) years of age.
- Membership rates and membership structure may be changed at any time.
- The right to membership may be revoked at any time and for any reason, without explanation or notice.
- ONLY occupants of 550 West Adams shall be allowed to be members of the Fitness Center.



- All members of the 550 West Adams Fitness Center must complete and execute the membership application, the Release and such other documents required by Manager from time to time.

#### **ACCESS FOR THE FITNESS CENTER**

- Upon receipt of payment for membership, member's existing building key card will be activated for access to the Fitness Center.
- The key card is to be used by the 550 West Adams 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 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.**

#### **FITNESS CENTER 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.
- All beverages must be in plastic or metal containers.
- 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 music is to be played in the Fitness Center so that it is noticeably audible to other members.
- Personal audio equipment must be used with headphones.
- Please be courteous to other members while in the Fitness Center and keep conversations to a minimum.

#### **FITNESS CENTER DRESS CODE**

- Any violation of the Fitness Center dress code will result in the member being asked to leave, NO exceptions.
- Proper athletic attire is required, i.e. athletic shoes, shirts etc.
- 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.

#### **FITNESS CENTER 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 wipes 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 Management Office immediately.
- Any damage to equipment caused by a member's negligence shall be repaired and/or replaced at such member's cost.

#### **FITNESS CENTER 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. The contents of the locker will be placed in the Lost & Found.
- To lock and unlock your locker, you must use your own 4-digit code.
- 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 in the Lost and Found for more than fourteen (14) days, such item shall become the property of the Manager.

#### **QUINCY'S LOUNGE GENERAL RULES**

- Use of Quincy's is available to tenants of 550 West Adams.
- Quincy's is available for private parties based on availability (please see the Tenant Experience Coordinator or the Office of the Building for more details).
- Smoking is strictly prohibited at all times.
- Building is not responsible for articles left in Quincy's. All personal property must be removed at the conclusion of your visit to the space.
- The space has cameras that are monitored by security.
- Users may be charged with damaged, lost or stolen items.
- Food and drink is permitted in bar and seating areas only. Food and drink is prohibited on all carpeted areas.
- Lounge furniture and gaming may not be relocated or removed.
- Please do not stand on or place your feet on the furniture and please refrain from lying down or sleeping.

#### **QUINCY'S LOUNGE COOLER**

- The cooler is available through-out the day for storage. The cooler is located on the right side of the sink in the lounge area of Quincy's and will be cleared nightly. The Office of the Building is not responsible for any items left in the cooler.

#### **QUINCY'S LOUNGE WI-FI**

- Wireless internet is provided as a courtesy to tenants and guests. Please see the Office of the Building for the Wi-Fi password.
- Please refrain from streaming, downloading large files, or using large amounts of data.
- Downloading illegal or inappropriate content is strictly prohibited.
- Quincy's is not to be used as a secondary conference room, substitution for regularly leased office space, permanent work area, or interviewing space.



## **QUINCY'S LOUNGE GOLF SIMULATOR & PLAYSTATION**

- A tenant of 550 West Adams must have a waiver filed with the Office of the Building in order to reserve the golf simulator.
- Tee times are scheduled by contacting the Office of the Building and are only available between 9a.m and 5p.m. Monday through Friday. Please see the office of the building for more details.
- Tee times will be issued in one-hour increment time slots.
- Golfers are required to check in with the Office of the Building prior to using the golf simulator and will leave their Building ID badge with the Office of the Building during the reservation.
- Golfers will be responsible for the golf simulator and all related equipment.
- Food and drinks are not allowed in the golf simulator.
- Although the simulator touchscreen is intuitive, a member of the Office of the Building is available to help answer questions on the program options.
- Please see the Office of the Building for PlayStation controllers.
- When Golf Simulator is not in use, the screen can display cable television shows.

## **QUINCY'S LOUNGE FLAT SCREEN TV'S**

- Cable TV is provided at each monitor. Sound for each screen will be set at a level that provides enjoyment for all guests.

## **FURTHER CONDITIONS**

- The Release and the Rules, as amended from time to time by the Manager, and the Application constitutes the entire understanding between the parties with respect to member's use, access or visitation to Quincy's Lounge, Golf Simulator and 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 Quincy's, including but not limited to additions, deletions or modifications to Quincy's, increases in membership fees or changes in hours of operation ceasing operations of Quincy's 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 Quincy's to execute other supplementary documents as required from time to time.