

500 WEST MONROE, CHICAGO, ILLINOIS

BIKE ROOM MEMBERSHIP APPLICATION & AGREEMENT

NAME: _____ DOB: ____ / ____ / ____ DATE: _____

HOME ADDRESS: _____

CITY/STATE/ZIP: _____

EMPLOYER: _____

BUSINESS ADDRESS: _____ SUITE: _____

CITY/STATE/ZIP: _____ EMAIL ADDRESS: _____

BUSINESS PHONE: _____ HOME PHONE: _____

EMERGENCY CONTACT: _____ EMERGENCY PHONE: _____

TERM OF AGREEMENT: _____

BUILDING ACCESS ID CARD NUMBER: _____

EFFECTIVE DATE/START DATE OF MEMBERSHIP: _____

TERMS AND CONDITIONS

1. **MEMBERSHIP**

- A. The classification of members, the amount of dues payable by the members, the amount of admission, the suspension and expulsion of members, and all other matters affecting or relating to the membership shall be under complete control of the ownership and/or the managing agent of the building located at 500 West Monroe, Chicago, Illinois ("Ownership"). Ownership reserves the right to amend or add to the rules and regulations and to adopt new conditions as it may deem necessary for the proper management of the facilities and its business operations.
- B. Membership is open to any person of good character and legal age and who is a qualified employee of a tenant in good standing located at 500 West Monroe, Chicago, Illinois (the "Building").

2. **FEES**

There is a \$120.00 annual fee for use of the facilities. Members shall be billed in advance for the year and payment shall be due and payable no later than the first (1st) day of the applicable month. Ownership has the right to terminate membership and access to the facilities if payment is not received by Ownership on the first (1st) day of the applicable month. The annual fee shall be subject to change from time to time upon prior notice.

3. **TERM OF AGREEMENT**

The term of the Agreement shall extend for twelve (12) months, and shall commence and terminate on the dates provided above. Notwithstanding the foregoing, Member may terminate the Agreement at any time on thirty (30) days prior written notice to Ownership. Fees will not be prorated.

4. **BIKE ROOM STORAGE LOCATION** – The storage room for bikes shall be located on the first floor of the building “Bike Room”. It is accessible from the alley north of the building and east of Clinton Street.
5. **CARDS AND KEYS** – There will be a \$25.00 fee charged for lost access cards. Cards and keys are not transferable to another person.
6. **DAMAGE TO FACILITIES** – Member agrees to pay for any damage to the facilities through such Member’s careless or negligent use or misuse thereof.
7. **UNAVAILABILITY OF FACILITY OR SERVICES** – Member agrees to accept the fact that a particular facility or service may be unavailable at any particular time due to mechanical breakdown, fire, act of God, condemnation, loss of lease, catastrophe or any other reason. Further, Member agrees not to hold Ownership responsible or liable for such occurrences.
8. **RELEASE OF LIABILITY** – In consideration of being allowed to use the facilities, Member agrees to waive, release, and forever discharge Ownership and its representative affiliates, and their officers, agents, employees, lenders and all others from any and all responsibilities or liability from injuries or damages resulting from Member’s participation in the use of the Bike Room. **(Member initials _____)**. Member releases all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to Member, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in the use of the Bike Room. **(Member initials _____)**.
9. **LEGALLY BINDING AGREEMENT** – Member understands that this enrollment is legally binding in its terms and conditions, whether my use of the facility and its services is determined and paid for on a monthly, yearly, or individual visit basis. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be changed or added to only by a written amendment signed by both parties.
10. **MEMBERSHIP RULES AND REGULATIONS**
In order to provide an environment that will be clean, safe and pleasant to all members, the following guidelines must be adhered to when in the facility.
 - A. Daily Check-in: A membership card is required each time a member enters the facilities. Membership cards are provided as protection to all members.
 - B. Management: Ownership may suspend or cancel the rights, privileges, or membership of any member whose actions are detrimental to the enjoyment of the facilities by other members or any conduct with in the opinion of Ownership is detrimental to the welfare, good order, and character of the facilities. Any inappropriate behavior, i.e. profanity or yelling, incidental to the enjoyment of the facilities by other members may result in membership termination without a refund. Management has the right to cancel any membership for non-payment of their membership account balance.
 - C. Personal Property: Ownership is not responsible for damage, loss or theft of any bikes, bike equipment or accessories stored in the Bike Room.
 - D. Solicitations: No solicitation by members is permitted in the facility.

I, _____, UNDERSTAND THAT IT IS MY RESPONSIBILITY TO CONTACT PAY PAL DIRECTLY TO SET UP MONTHLY AND RE-OCCURRING PAYMENTS TO OWNERSHIP THROUGH THEIR SYSTEM AS OF THE EFFECTIVE DATE/START DATE OF MEMBMEMSHIP (AS FIRST WRITTEN ABOVE). MEMBERSHIP WILL NOT COMMENCE UNTIL CONFIRMATION OF SUCH PAYMENTS ARE RECEIVED BY OWNERSHIP.

SIGNATURE OF MEMBER: _____

TODAY’S DATE: _____