

RULES AND REGULATIONS FOR USE OF THE EWART BUILDING FITNESS CENTER

The following are the Rules and Regulations for Use of the Ewart Building Fitness Center (“Rules and Regulations”). These Rules and Regulations are applicable to all users at all times and may be changed from time to time at the Owner’s sole discretion.

1. Use. Only those individuals who are currently employed by a company that is a tenant in the Ewart Building and who have completed a Consent and Release form may use the fitness center. No guests are permitted. Access to the Fitness Center will only be provided upon receipt by Owner of an original signed Informed Consent and Release of Liability form (“Consent and Release”) for each employee (“Employee”) of a Tenant in the Building who has been authorized by his/her Employer. This Consent and Release shall be signed by the employee and acknowledged by the Tenant.
2. Access. Access to the fitness center will be controlled by the use of electronic key cards. The cost of each key card is \$20.00. Each registered Employee will receive one Key Card. Key Cards may not be lent or shared under any circumstances. Any person who has been provided a key card may only use it for him/herself only and may not allow any other person to have any access whatsoever to the Fitness Center whether through their Key Card or otherwise, upon penalty of revocation without notice, of Fitness Center privileges. In the event of loss of an issued key card, Tenant must notify Owner and agrees to pay an additional \$20.00 for a replacement key card or for reprogramming of any key card.
3. Equipment and Facilities. Users shall utilize the fitness center and related equipment solely for exercise and weight training. All users must know how to use the equipment being used by that person.
4. User risk. The Fitness Center is unattended and unsupervised at all times. Use of the Fitness Center is at the user's sole risk.
5. Hours of Operation. The Fitness Center is open from 5AM to 8PM Monday to Friday and may only be used during these hours.
6. Attire. The minimum acceptable attire in the Fitness Center shall be gym shorts, tee shirts and appropriate sneakers. Conventional exercise attire such as warm-up suits, leotards, etc. are also permissible. Sneakers must be worn at all times.
7. Conduct. Any conduct which unreasonably interferes with the use of the Fitness Center or the equipment by other persons, or disrupts or interferes with normal, safe, orderly, and efficient operation of the Fitness Center or the equipment is strictly prohibited.
8. Use of Tobacco Products. Smoking of any kind or other consumption of tobacco products is strictly prohibited.
9. Identification. Users must be prepared at all times to present their photo identification cards (which they have provided a copy to the Management) and Key Cards while using the Fitness Center.
10. Food and Beverages. Food and beverages are strictly prohibited and may not be brought into the Fitness Center except that bottled water is allowed.
11. Showers. Shampoo, conditioner and body wash will be provided in each shower. Users may bring their own supplies, but must remove them upon completing showering.
12. Maintenance. No user shall leave any litter, trash, debris, articles of clothing, shampoo, soap, or any other materials at the Fitness Center. Users should clean equipment (handles, seats, mats, or anything else that is touched) after each use with the provided disinfectant spray and paper towels.
13. Lockers. Lockers are available for daily use only as follows:
 - a. May only be utilized when the person is utilizing the fitness center.
 - b. Users must bring your own padlock
 - c. Owner is not responsible for any possessions.
 - d. Users must remove padlock when finished using Fitness Center.
 - e. Any items left overnight will be removed and not returned.
 - f. Any padlock left after hours will be cut off.
14. Other. There is no charge for the use of the fitness center. However, only authorized employees who have signed a Consent and Release Form and obtained a Key Card may use the Fitness Center.
15. Notices, Complaints, or Suggestions. Users must immediately notify Building Management at 412.263.5557 in the event of any abuse or any other disorder or unusual condition at the Fitness Center.
16. Violations of the Rules. Use of the Fitness Center is an accommodation and not a right. Abuse and/or violations of policies, or the provisions of the Consent and Release, or these Rules and Regulations, will result in revocation of the individual's use of the Fitness Center. All Rules and Regulations apply to lockers, shower facilities and all equipment, facilities contained in the Fitness Center.

EWART BUILDING
FITNESS CENTER TENANT USE AGREEMENT

This Tenant Use Agreement made this ____ day of _____, 2018, by and between _____ located at the Ewart Building, 925 Liberty Avenue, _____ floor Pittsburgh, PA (“Tenant”), and Ewart Associates, L.P., a Pennsylvania Limited Partnership (“Owner” and/or “Landlord”);

WHEREAS, Owner/Landlord is the owner of the Building located at Ewart Building, 925 Liberty Avenue, Pittsburgh, PA;

WHEREAS, Tenant desires use of the fitness center (the “Fitness Center”) located at the Ewart Building, 925 Liberty Avenue, Pittsburgh, PA (the “Building”).

NOW THEREFORE, in consideration of One and 00/100 (\$1.00) Dollar and other good and valuable consideration, the parties hereto, intending to be legally bound, agree to the following terms:

1. The use of the Fitness Center by Tenant and/or Tenant’s employees shall be provided as an accommodation to Tenant, provided, however, that Tenant agrees that the use of the Fitness Center for itself and its employees shall be in accordance to the terms and conditions of this Tenant Use Agreement and the Fitness Center Rules and Regulations attached hereto.

2. If Tenant desires that an employee of Tenant be provided access and use of the Fitness Center, Tenant shall cause such employee to review and sign the Informed Consent and Release of Liability Form (“Consent and Release”) attached hereto as “Exhibit A”, and review the Fitness Center Rules and Regulations. Tenant shall also sign and acknowledge the Consent and Release. Tenant shall submit to the property manager’s office a fully executed Consent and Release for each employee desiring access and use of the Fitness Center.

3. If Tenant desires to revoke an employee’s access to the Fitness Center or upon termination of any employee’s employment with Tenant, Tenant shall immediately notify the property manager in writing and cause the return of the employee’s Fitness Center key card.

4. Upon submission of the Consent and Release form, Tenant shall receive a key card that will provide access to the employee to the Fitness Center. Tenant shall be charged \$20.00 for each key card provided. In the event a key card is lost and/or needs reprogramming, an additional \$20.00 shall be charged. The key card shall be for the exclusive use of the employee to which it has been issued.

5. The use of the Fitness Center shall be solely for tenants of the Building and their employees. Tenant shall be solely responsible for the selection of Tenant’s employee(s) that Tenant deems fit to use the Fitness Center. Tenant shall be solely responsible for administering the use of the Fitness Center by its employee(s). Under no circumstances shall any of Tenant’s employee(s) use the Fitness Center without first signing a Consent and Release and without receiving and reading the Rules and Regulations. Tenant shall be solely responsible for ensuring compliance with the foregoing sentence and Tenant’s employees’ compliance with the terms and conditions of this Tenant Use Agreement, the Consent and Release, and the Rules and Regulations.

6. Tenant specifically agrees and understands that the use of the Fitness Center and the facilities and equipment located therein are at Tenant’s and its employees’ own risk; that the Fitness Center is unattended and unsupervised; that the Owner will not provide any instruction, supervision, or direction

regarding the use of the equipment; and that Tenant and its employees will not use any piece of equipment which Tenant and/or its employees are not thoroughly familiar and/or do not know how to operate. Tenant agrees and understands further that the Owner may make available, upon request, materials supplied by the manufacturer or lessor of such equipment, but that the Owner is not required to maintain or provide such materials. Tenant agrees that the Owner will not be held liable or responsible in any way for the contents of or any omissions from such materials.

7. Tenant understands and agrees that the risks associated with it or its employee(s) participation in exercise, include but are not limited to, abnormal blood pressure and heart rate, fainting and heart attack. Tenant agrees and acknowledges that it is the responsibility of Tenant and Tenant's employee to obtain a medical examination prior to utilizing any of the equipment in and/or the Fitness Center facilities.

8. In consideration of Tenant and Tenant's employee(s) use of the Fitness Center, Tenant agrees that Owner shall not be held liable or responsible in any way should Tenant or any of its employee(s) be injured while using the Fitness Center, equipment and materials located therein. Tenant hereby forever releases, remises, discharges and acquits Owner along with its agents, representatives, assigns, predecessors, successors, insurers, sureties and mortgage lenders from any and all claims which Tenant or Tenant's employee may have against any of them arising from, in connection with, as a result of, or relating to Tenant or Tenant's employee(s) use of the Fitness Center. In addition, Tenant hereby, agrees to indemnify, defend and hold harmless Owner and its agents, representatives, assigns, predecessors, successors, insurers, sureties and mortgage lenders from and against all claims, actions, lawsuits, losses, liabilities, costs, damages, and expenses of any nature whatsoever (including costs and attorneys' and other legal fees and costs) arising from, relating to, as a result of, or in connection with Tenant's or Tenant's employee(s) use of the Fitness Center. Tenant specifically understands that the Owner is relying upon this Tenant Use Agreement and Tenant's employee(s) Consent and Release in permitting Tenant and/or Tenant's employee(s) to use the Fitness Center and the facilities, equipment and materials located therein and that this Tenant Use Agreement and Tenant's individual employee(s) Consent and Release shall remain in full force and effect at all times that Tenant and/or Tenant's employee use the Fitness Center.

9. Tenant hereby acknowledges that the Owner has made no representations or warranties with respect to the condition, use or maintenance of the Fitness Center and the equipment therein, that the Fitness Center will be unattended, and that Tenant and Tenant's employee(s) are using the fitness center at their sole risk.

10. In the event of any misuse by or damage to the Fitness Center or any equipment or materials therein, Tenant agrees to immediately reimburse Owner for any all costs or damages caused by Tenant or Tenant's employee(s) use of the Fitness Center. Tenant shall ensure that Tenant and its employee(s) shall keep the Fitness Center clean and neat. Notwithstanding anything contained in this Tenant Use Agreement, any abuse, misuse, or violations of this Tenant Use Agreement, the Consent and Release, or the Fitness Center Rules and Regulations shall result in revocation of use of the Fitness Center.

IN WITNESS WHEREOF, intending to be legally bound, Tenant has executed this Tenant Use Agreement on the day and year first written above.

TENANT:

By: _____
Name: _____
Title: _____

EWART BUILDING – FITNESS CENTER
INFORMED CONSENT AND RELEASE OF LIABILITY

I, _____, an employee (“I” and/or “Employee”) of _____ located at Ewart Building, 925 Liberty Avenue, _____ floor Pittsburgh, PA (“Employer” or “Tenant”) request permission to use of the fitness center (“Fitness Center”) located at the Ewart Building, 925 Liberty Avenue, Pittsburgh, PA (“Building”). I understand that 110 Gulf Associates, L.P. (“Owner”), is making the fitness center available to tenants of the Building and their employees under the terms and conditions of this Informed Consent and Release of Liability (“Consent and Release”) and the Fitness Center Rules and Regulations (“Rules and Regulations”) attached hereto and made a part hereof.

I UNDERSTAND AND AGREE TO THE FOLLOWING: I AM USING THE FITNESS CENTER AND THE FACILITIES AND ALL THE EQUIPMENT LOCATED THEREIN AT MY OWN RISK; and THE OWNER WILL NOT PROVIDE ANY INSTRUCTION OR DIRECTION REGARDING THE USE OF THE EQUIPMENT; and NO ONE HAS MADE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION, USE OR MAINTENANCE OF THE FITNESS CENTER, THE FACILITIES, AND EQUIPMENT IN THE FITNESS CENTER; and I WILL NOT USE ANY PIECE OF EQUIPMENT WITH WHICH I AM NOT THOROUGHLY FAMILIAR AND WHICH I DO NOT KNOW HOW TO OPERATE

1. I understand that the use of the Fitness Center is provided as an accommodation only, and I specifically agree that the use of the Fitness Center by me shall be in accordance to the terms and conditions of this Consent and Release and the Fitness Center Rules and Regulations attached hereto.

2. I understand that the use of the Fitness Center is not a right, but a privilege and that I may not use the Fitness Center unless I have read, reviewed, understood and signed this Consent and Release and read, reviewed and understood the Fitness Center Rules and Regulations.

3. I acknowledge that I have received and read a copy of the Rules and Regulations attached hereto governing the use of the Fitness Center, facilities, and equipment and I understand the Rules and Regulations and agree that I will fully comply with this Consent and Release and the Rules and Regulations, as amended from time to time.

4. I understand and agree that if I do not comply with the Rules and Regulations, or any part of this Consent and Release, then the use of the Fitness Center will be revoked. I also understand and agree that upon termination of my employment with Employer, my privileges in using the Fitness Center will also terminate and be revoked.

5. After I have reviewed, understood and signed the Rules and Regulations and this Consent and Release, I will pay \$20.00 to obtain a key card that will be issued for my use only and provide access to the Fitness Center. I specifically understand and agree that I will not lend, share or permit anyone else with my key card or permit anyone else to have any access whatsoever to the Fitness Center whether through my key card or otherwise, upon penalty of revocation without notice, of my Fitness Center use privileges. In the event that I lose the key card, I will immediately notify my Owner and I agree to pay an additional \$20.00 for a replacement key card or for reprogramming of my key card.

6. I specifically agree and understand that the use of the Fitness Center and the facilities and equipment located therein are at my own risk; that the Fitness Center is unattended and unsupervised; that the Owner will not provide any instruction, supervision, or direction regarding the use of the equipment; and that I will not use any piece of equipment which I am not thoroughly familiar and/or do not know how to operate. I agree and understand further that the Owner may make available, upon request, materials supplied by the manufacturer or lessor of such equipment, but that the Owner is not required to maintain or provide such materials. I agree that the Owner will not be held liable or responsible in any way for the contents of or any omissions from such materials.

7. I understand and agree that the risks associated with my participation in exercise and/or the Fitness Center facilities and equipment, include but are not limited to, abnormal blood pressure and heart rate, fainting and heart attack. I agree and acknowledge that it is my responsibility to obtain a medical examination prior to utilizing any of the equipment in and/or the Fitness Center facilities.

8. In consideration of my use of the Fitness Center, I specifically agree that Owner shall not be held liable or responsible in any way if I become injured while using the Fitness Center, equipment and materials located therein. I hereby forever release, remise, discharge and acquit Owner along with its agents, representatives, assigns, predecessors, successors, insurers, sureties and mortgage lenders from any and all claims which I may have arising from, in connection with, as a result of, or relating to my use of the Fitness Center. In addition, I hereby, agree to indemnify, defend and hold harmless Owner and its agents, representatives, assigns, predecessors, successors, insurers, sureties and mortgage lenders from and against all claims, actions, lawsuits, losses, liabilities, costs, damages, and expenses of any nature whatsoever (including costs and attorneys' and other legal fees and costs) arising from, relating to, as a result of, or in connection with my use of the Fitness Center. I specifically understand that the Owner is relying upon these representations and this Consent and Release in permitting me to use the Fitness Center and the facilities, equipment and materials located therein and that this Consent and Release shall remain in full force and effect at all times that I use the Fitness Center.

9. I hereby acknowledge and understand that the Owner has made no representations or warranties with respect to the condition, use or maintenance of the Fitness Center and the equipment therein, that the Fitness Center will be unattended, and that I am using the Fitness Center at my own risk.

10. In the event of any misuse by or damage to the Fitness Center or any equipment or materials therein, I agree to immediately reimburse Owner for any all costs or damages caused by my use of the Fitness Center. I shall keep the Fitness Center clean and neat. Notwithstanding anything contained in this Agreement, any abuse, misuse, or violations of this Agreement shall result in revocation of use of the Fitness Center.

11. I am providing a copy of my _____ as photo ID. I hereby consent that Owner may keep, on file, a copy of my photo ID. I understand that this is for the purpose of registering and in conjunction with providing access to and my use of the Fitness Center. It is understood that my information will not be shared with anyone or used for any other purpose but for purposes relating to the use of the Fitness Center.

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IN WITNESS WHEREOF, intending to be legally bound, I have executed this Consent and Release on _____, 2018. By signing below, I hereby warrant and represent that I have received a copy, read, understood and agree to comply with all the terms of this Consent and Release and of the Rules and Regulations attached to this Consent and Release.

EMPLOYEE: _____ :

Signature

Name (Please print)

TITLE

Acknowledgement by Employer:

The undersigned hereby acknowledges that the above named Employee is submitting this Consent and Release Agreement for the purpose of gaining access to and use of the Fitness Center.

Name of Employer: _____

By: _____

Name: _____

Its: _____

Date: _____