

**One Liberty Place  
Waiver & Release – Bicycle Storage Area**

Name (First and Last): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Cell #: (\_\_\_\_\_) \_\_\_\_\_

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

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

Work Telephone: (\_\_\_\_\_) \_\_\_\_\_

Make/Model/Color of Bicycle: \_\_\_\_\_

In consideration of Owner's permission to the undersigned, to use of the bicycle storage area (the "**BSA**") located through the loading door entrance at the 16<sup>th</sup> Street side of the loading dock at LL2 Level of One Liberty Place (the "**Building**"), the undersigned agrees with Owner as follows:

- As used herein, "**Owner**" means PHILADELPHIA LIBERTY PLACE L.P., a Delaware limited partnership and its successors and assigns.
- The undersigned is an employee, associate, director, officer, or owner of the company identified above (the "**Company**").
- The undersigned shall use the BSA only in accordance with the rules and regulations attached hereto ("**Rules & Regulations**"), and any amendments thereto that are hereafter provided by Owner to the undersigned.
- The undersigned confirms that he/she has read and understands the provisions of this Waiver & Release and the Rules & Regulations.
- Owner has issued to the undersigned, an access badge allowing the undersigned to access the BSA (the "**Access Badge**").
- If at any time: (A) the undersigned is no longer employed by the Company or is transferred by the Company to a different location other than the Building, or (B) the Company ceases to be a tenant of the Building, the undersigned's right to use the BSA shall immediately terminate and the undersigned shall return the Access badge to Owner at the Building's management office.
- The undersigned agrees that at any time after notice to the undersigned (which may be by email), Owner, in its sole discretion, may terminate the undersigned's use of the BSA or Owner may remove the BSA.
- The undersigned acknowledges that Owner will NOT supervise the operation and use of the BSA, and that Owner is NOT responsible for any personal injury or loss of personal property occurring as a result of the undersigned's use of the BSA, including, but not limited to, theft or damage of the undersigned's bicycle.
- The undersigned assumes all risk for the use of the BSA and for the risk of theft of his/her bicycle.
- The undersigned shall promptly report to Owner, any faulty equipment or dangerous conditions in the BSA (e.g., broken equipment, pooled water, tripping hazards, etc.), by telephone at (215) 851-9000, or by email at [chenry@onelibertyplace.com](mailto:chenry@onelibertyplace.com) or as otherwise posted by Owner in the BSA.

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- The use of all lockers and bicycle spaces in the BSA is on a first-come first served basis. This Waiver and Release does not grant the undersigned an exclusive right to use any locker or any bicycle space or that any locker or bicycle space will be available to the undersigned on any day.
- Owner may from time to time, elect to close the BSA to perform maintenance, housekeeping, repairs, staging of equipment or materials for said maintenance or repairs. Owner will post a notice of such closure in the BSA at least one (1) day in advance, unless such closure is required due to an emergency.
- **ALL USE OF THE BSA BY THE UNDERSIGNED SHALL BE AT THE SOLE RISK OF THE UNDERSIGNED AND OWNER SHALL NOT HAVE ANY LIABILITY THEREFOR.**
- The undersigned hereby irrevocably and unconditionally: (i) releases Landlord from all losses, claims, demands, causes of actions, costs and expenses, including attorneys' fees, damages or liabilities whatsoever of any nature, including bodily injury or death, caused by or arising from the undersigned's use of the BSA and (ii) agrees to indemnify, defend and hold Landlord harmless from any loss or liability incurred by Landlord as a result of the undersigned's acts or omissions within or about the BSA, including any loss or liability resulting from property placed or stored in the BSA.
- If any portion of this Waiver & Release is held invalid by a court of competent jurisdiction, the undersigned acknowledges that the balance shall, notwithstanding, continue in full legal force and effect.

**AGREED AND ACCEPTED BY:**

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

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

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

**\*\*Please be sure to retain a copy of this form for your records\*\***

[SEE ATTACHED RULES]

**One Liberty Place  
Rules & Regulations – Bicycle Storage Area**

- 1) The BSA is not supervised or staffed by Owner.
- 2) Users must walk their bicycle at all times when inside the Garage and Building.
- 3) The BSA will be open Monday – Friday, 6 a.m. to 7 p.m. Owner reserves the right to change the hours of operation from time to time.
- 4) Bikes may not be left overnight, subject to exceptions for inclement weather. Bikes left in the BSA for more than three (3) consecutive nights without prior permission from, or notice of an emergency to, Owner, shall be deemed abandoned and may be removed and disposed of by Owner.
- 5) Bicycles shall only be stored on the bike rack in the BSA. Bicycles shall not be positioned in a manner that will impede the doors to the BSA.
- 6) Bicycles shall only be secured to the bike rack in the BSA. No bicycles shall be secured to any other part of the BSA, including, without limitation, to any bollards, poles or posts. Any bicycle secured to anything other than the bike rack in the BSA shall be removed and disposed of by Owner.
- 7) Other than in the BSA, bicycles are not permitted in the Building.
- 8) The BSA is for the use of Building tenants only. An Access Badge shall not be lent or given to any person other than the individual to whom the Access Badge was issued by Owner. No user shall or permit access to the BSA to any other person.
- 9) Each user of the BSA may store only one (1) bicycle at a time in the BSA and use one (1) locker at time.
- 10) Items may not be left overnight in a locker, subject to exceptions for inclement weather. If a locker is locked for more than three (3) consecutive nights (or items are left in an unlocked locker for such period) without prior permission from, or notice of an emergency to, Owner, Owner may remove the lock and dispose of the contents of the locker.
- 11) Bicycles and lockers must be locked at all times. Locks will not be provided by Owner.
- 12) Users may not leave locks attached to the bike racks without a bike. Failure to adhere to this policy will result in removal of the lock.
- 13) If bike racks are full, bikes may NOT be stored in the BSA. It is the bike owner's responsibility to locate alternative means of bicycle parking.
- 14) Smoking is prohibited in the BSA.
- 15) Any suspicious activity, injury, vandalism, or damage shall be reported to Building security and/or Owner immediately.
- 16) Glass items are prohibited in the BSA.
- 17) Alcohol of any kind is prohibited in the BSA.