



### Fitness Room Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Brookline Associates Limited Partnership (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Resident").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

Resident acknowledges that Landlord has provided an area for use by the residents of Brookline Associates Limited Partnership known as The Fitness Room, which contains facilities, including but not limited to a treadmill, recumbent bicycle, and step bicycle. The use of The Fitness Room shall be governed by the terms of this Agreement, the parties' Lease, the Building Regulations and any posted rules and regulations.

Admittance to and use of The Fitness Room is restricted to persons age 18 or older. Visitors to The Fitness Room must be accompanied by Resident at all times and Resident is responsible for their behavior. Resident agrees to keep the assigned Fitness Room Access Card for his exclusive use. All Residents must sign a Fitness Room Agreement and obtain their own Access Card. Landlord reserves the right to prohibit use of The Fitness Room by any resident or visitor for disruptive, unsafe, or improper behavior.

Resident represents to Landlord that Resident has full knowledge of the nature and extent of the risks inherent in the use of The Fitness Room facilities, particularly with regard to the equipment contained therein, and that Resident is voluntarily assuming all such risks. Resident acknowledges that The Fitness Room will not be staffed by Landlord's representatives or instructors of any kind. Use of The Fitness Room facilities will be the sole responsibility and at the sole risk of the Resident. Resident further represents and warrants to Landlord that Resident is of lawful age and otherwise legally competent to sign this Fitness Room Agreement.

In consideration of Resident being permitted to use The Fitness Room, Resident expressly agrees that all use of The Fitness Room shall be undertaken at Resident's sole risk and that except as otherwise provided by law, Landlord shall not be liable for any claims, demands, injuries, damages, actions, or causes of action whatsoever to Resident, Resident's heirs, next-of-kin, personal representatives, assigns or visitors, arising out of or connected with the use of The Fitness Room or the premises where same are located, and Resident does hereby expressly forever release and discharge, and does agree to indemnify and hold harmless, Landlord, and all of its officers, shareholders, partners, employees, agents and assigns from all such claims, demands, injuries, damages, actions, or causes of action.

Resident recognizes that Landlord provides The Fitness Room for Resident only as an additional amenity, and Landlord shall have the right to discontinue providing The Fitness Room at any time without any reduction in Resident's rent. Landlord specifically reserves the right to restrict the use of The Fitness Room by any Resident or visitor.

Resident understands that the terms of this Agreement are legally binding and Resident certifies that Resident is signing this Fitness Agreement of Resident's own free will, having carefully read and understood it. Resident further understands that Landlord is permitting Resident to use The Fitness Room in reliance upon the binding effect of this agreement and upon Resident's representations and warranties contained herein. In the event that any provision of this Agreement is invalidated by a court, then said provision shall be severed and all remaining provisions shall be enforced to the extent legally permissible.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Apt #

Landlord: Brookline Associates LP  
By: \_\_\_\_\_  
Sydney Associates Inc.,  
Agent for Brookline Associates Limited Partnership

## 2<sup>nd</sup> Floor Fitness Room

1. Hours of operation are 7 days a week from 6 A.M. to 10 P.M
2. Admittance to Fitness Room is restricted to authorized residents 18 and older.
3. Residents on medication should consult a physician before using equipment.
4. Residents should not use Fitness Room if they have open cuts, sores, or infections.
5. Residents should clean equipment after use (paper towels and cleaning solution is provided).
6. Residents should limit workouts to 1/2 hour per machine, if there is a wait.
7. Proper attire is required. No bare feet or chests.
8. Residents may not move equipment.
9. No Smoking and No Food in Fitness Room
10. Management assumes no responsibility for loss or damage to personal belongings.
11. Residents should contact the Management Office or Concierge if the Heating/Cooling needs adjustment.
12. A First Aid Kit is available.

**MANAGEMENT RESERVES THE RIGHT TO DENY ACCESS TO ANYONE WHO VIOLATES THE FITNESS ROOM RULES.**