



Bike Room Waiver and Release of Claims

I, _____ ("User") hereby request permission to use bicycle parking room located at 811 Louisiana, Houston, Texas (the "Building") together with any and all equipment located therein (collectively, the "Bike Room"). I understand and acknowledge that the Bike Room is not a public facility, but rather is for the exclusive use of those individuals, such as myself, as are specifically authorized by Busycon Properties LLC ("Landlord") or its authorized agent or representative to use the Bike Room, and who execute this Bicycle Parking Room Waiver and Release of Claims. User acknowledges and agrees that use of the Bike Room will be entirely at User's own risk. User further acknowledges and agrees that, in consideration for being permitted to use the Bike Room, User hereby waives, and releases Landlord, its members, directors, officers, agents, employees and contractors (collectively, the "Landlord Parties") of and from, any and all claims that User may now have or may have in the future against any of the Landlord Parties for any and all losses, costs, expenses (including reasonable attorney's fees and court costs), damages and/or liabilities of any nature, including, without limitation, bodily injury or death, arising out of or relating to use of the Bike Room. User agrees that User's use of the Bike Room shall be in accordance with all rules and regulations for use of the Bike Room, as such rules and regulations may be amended, modified or replaced from time to time by Landlord or its authorized representative. User hereby acknowledges receiving a copy of the current Rules and Regulations for the Bike Room.

User hereby certifies and represents to Landlord that User is an employee of the company listed below and agrees to notify Landlord immediately if User ceases to be an employee of such company. User acknowledges that at such time as User ceases to be employed by such company or company ceases to be a tenant of the Building or of One Shell Plaza, User's rights to utilize the Bike Room will immediately terminate. User agrees from time to time upon request to provide Landlord with evidence of User's continued employment by such company.

User's Signature: _____ email: _____

User's Printed Name: _____ Cell: _____ - _____ - _____

User's Company: _____

Date: _____

Bicycle Make/Model/Color: _____

Company Representative Signature: _____

Company Representative Printed Name: _____

Bike Room Rules and Regulations

811 Louisiana, Houston, Texas (the "Building") has a bicycle parking facility (the "Bike Room") that is located off the Louisiana Street garage and dock entrance to the Building. The following rules and regulations govern use of the Bike Room, which rules are subject to amendment from time to time by Building management:

1. Use of the Bike Room and access to the Bike Room are only for persons ("Eligible Users") that (i) are employees of tenants of the Building or tenants of One Shell Plaza, and (ii) have executed and delivered to Building management a waiver and release of claims in the form required from time to time by Building management. Friends, co-workers, relatives and visitors of Eligible Users that are not also Eligible Users are not permitted in the Bike Room. Should an Eligible User cease for any reason to be employed by a tenant of the Building or a tenant at One Shell Plaza, such user's right to utilize and access the Bike Room will immediately terminate.
2. **THE RIGHT OF AN ELIGIBLE USER TO USE AND ACCESS THE BIKE ROOM ARE SUBJECT TO IMMEDIATE TERMINATION AND/OR SUSPENSION FOR VIOLATION OF THE THEN APPLICABLE BIKE ROOM RULES AND REGULATIONS. Notification of such termination or suspension may be from Building ownership or from Building management and may be oral or written.**
3. The Bike Room will be available for access by Eligible Users during such hours as are established by Building management from time to time. The then applicable access hours will be posted at the Bike Room.
4. Access to the Bike Room is provided by key-code. Each Eligible User must use their own code to gain access to the Bike Room. It is the Eligible User's responsibility to provide self-access to the Bike Room. Building security and Building staff will not provide access to the Bike Room. Eligible Users having issues with access to the Bike Room should contact Building management at (713) 225-0565.
5. Space for parking bicycles in the Bike Room is available on a first come, first served basis. Reserving or holding space, or leaving bicycle locks attached to bicycle racks without a bicycle will not be permitted. Bicycle locks left attached to bicycle racks without a bicycle may be removed and discarded by Building management, without liability to the lock owner.
6. Each Eligible User or other person parking a bicycle in the Bike Room agrees that such use of the Bike Room (including, without limitation, use of the air pump and repair facilities) is at the sole risk of such Eligible User or other person. Bicycle locks should be used to secure bicycles to racks in the Bike Room at all times. Locks must be provided by Eligible Users and will not be provided by Building management. **Bike Room users acknowledge that neither Busycon Properties LLC ("Landlord") nor Hines, nor any of their respective members, directors, officers, employees, agents or contractors (collectively, the "Owner Parties") shall have any liability for damage to, or theft of, bicycles placed or left in the Bike Room, however and whenever such damage or theft occurs. Furthermore, no Owner Party shall have any duty or obligation to pursue or seek recovery from any other person or party for any such damage or theft, whether actual or alleged.**
7. Bicycles must be stored on, and locked to, the bicycle racks in the Bike Room. Bicycles shall not be positioned in a manner that impedes others from entering or exiting the area. Bicycles that are not stored properly may be removed by Building management, without liability to the bicycle owner or user.
8. The Bike Room shall be used for bicycle parking only on days when the bicycle user is present at the Building or at One Shell Plaza. Bicycles left in the Bike Room for more than forty-eight (48) consecutive hours without prior written permission from Building management may be removed by Building management. In the event of any such removal, Building management may charge a removal and storage fee of \$50, which fee must be paid before the bicycle is returned. If any bicycle is not reclaimed within thirty (30) days after its removal from the Bike Room, the owner or user of such bicycle shall be deemed to have abandoned the bicycle and the bicycle may be sold or disposed of by Landlord or by Building management without liability to such owner or user for the cost or value of the bicycle and without liability to account to such owner or user for any proceeds from such sale or disposal.
9. No Eligible User shall have keep more than one (1) bicycle in the Bike Room at any time. Motor cycles, motor scooters and other motorized vehicles are not permitted in the Bike Room.
10. Suspicious activity, disruptive activity, vandalism or damage occurring in the Bike Room should be reported immediately to Building management at (713) 225-0565.
11. Landlord reserves the right from time to time to add to, change or delete any of these Rules and Regulations or to change the method in which the Bike Room is operated, without prior notice. Use of the Bike Room is provided by Landlord as a courtesy, and Landlord may close the Bike Room, convert the Bike Room to other use, or discontinue the right of Eligible Users to use and access the Bike Room at any time, for any reason or for no reason, without prior notice to Eligible Users or any other party.