

## **Westborough Executive Park**

### Fitness Center Agreement

The undersigned (the “User”) warrants and represents that he or she is a qualified employee, as such term is defined below, at Westborough Executive Park, Westborough, Massachusetts (the “Building”), an office building owned by Albany Road - Westboro Executive Park LLC (“Owner”), and managed by Jones Lang LaSalle Americas, Inc. (“Manager”). Owner and Manager have made available to qualified employees a fitness center (the “Center”) located on the first floor of the Building, which Center the User desires to use. Use of the Center is restricted to qualified employees. For purposes of this agreement, a “qualified employee” shall mean an individual: (a) who is either a tenant or an employee of a tenant in the Building; (b) whose principal base of business operation is in the Building; and (c) who has executed a Fitness Center Agreement.

NOW THEREFORE, the User, Owner and Manager mutually agree as follows:

In consideration of Owner and Manager allowing the User to utilize the Center, the User agrees as follows:

- a) The User understands that the Center will not be staffed or supervised by Owner or Manager and that any employees or agents of Owner or Manager who may be present in the Center from time to time are not trained or authorized to provide fitness or medical assistance or advice.
- b) The pass card (the “Card”) previously issued to enable the User to gain entry to the Building will be programmed to permit access to the Center for User's personal use. The User specifically agrees not to allow such access by guests or otherwise invite or encourage the use of the Center by any unauthorized person.
- c) The User understands that any exercise may create physical stress resulting in harmful effects. It is solely the User’s responsibility to consult with a physician prior to utilizing the Center, to remain under medical supervision if appropriate and to seek medical assistance in the event of any injury. The User hereby indemnifies and holds harmless Owner and Manager, and their respective officers, directors, members, agents, employees, successors and assigns, from and against any and all claims, including but not limited to those for personal injury, death and/or property loss and damage, arising directly or indirectly from the User’s use of the Center and any fitness equipment located therein (the “Equipment”).
- d) The User agrees to comply with any rules and regulations adopted by Owner or Manager regarding the use of the Center, which rules and regulations may be modified from time to time at Owner’s or Manager’s sole discretion.
- e) Prior to utilizing any Equipment, the User agrees to inspect such Equipment to determine whether it is in proper working order. The User agrees to notify

Manager if, in User's opinion, any Equipment is not in working order and refrain from use of said Equipment until it has been repaired.

- f) The User agrees not to duplicate the Card.
- g) Any personal property brought into the Center by the User shall be at his or her sole risk.
- h) The User will notify Manager if the Card is lost or stolen or if the User ceases to be a "qualified employee".
- i) The license granted to the User by this Agreement is revocable or terminable by Owner or Manager at the sole discretion of either. Upon notice of such revocation or termination, the Card will be reprogrammed to deny access to the Center.
- j) This Fitness Center Agreement may be assigned by Owner or Manager without the consent of the User.
- k) This Agreement shall be construed under the laws of the Commonwealth of Massachusetts and shall not be construed as a lease or other rental agreement.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CARD NUMBER

\_\_\_\_\_  
USER SIGNATURE

\_\_\_\_\_  
USER NAME (PRINT)

\_\_\_\_\_  
USER EMPLOYER (PRINT)

Jones Lang LaSalle Americas, Inc.  
(for itself and Owner)

By:\_\_\_\_\_