

150 KING STREET WEST
AMENITIES AREA MEMBERSHIP APPLICATION & BICYCLE PARKING FORM

LAST NAME: _____ FIRST NAME: _____

FEMALE MALE

HOME ADDRESS: _____

CITY: _____ POSTAL CODE: _____ TELEPHONE: _____

EMAIL: _____ ALTERNATE TEL #: _____

COMPANY NAME: _____ SUITE #: _____

BUSINESS TELEPHONE: _____ EXT #: _____

EMERGENCY CONTACT: _____ RELATIONSHIP: _____

TELEPHONE: _____ BUSINESS TELEPHONE: _____

I hereby agree to pay for the term of my membership ("Membership Fee")

1-Year term for \$ **200.00** - 12 month period from day of payment
Start Date: _____ End Date: _____

Total Payable: _____

AGREEMENT

For valuable consideration:

1. I hereby apply for membership in the amenities area at 150 King Street West, Toronto, Ontario (the "Amenities Area") operated by BentallGreenOak (Canada) Limited Partnership (the "Operator"), as agent for the owner of the building, SUN LIFE ASSURANCE COMPANY OF CANADA and its successors and assigns (the "Owner"), and its offered or associated events, workshops and activities (collectively the "Events").
2. I agree to abide by all rules and regulations made by the Operator from time to time relating to the Amenities Area.
3. I acknowledge that the use of the Amenities Area, and the engaging in the Events, all have certain inherent and associated risks and may result in personal injury or death. I agree that my use of the Amenities Area, and my engaging in the Event therein, shall be at my own risk and I, for myself, my heirs, executors, administrators, successors and assigns, do hereby release and discharge and agree to indemnify and save harmless the Operator and the Owner and all their respective agents, employees, representatives and others for whom they are in law responsible, from any actions, causes of actions, claims, costs, expenses, liabilities and demands in respect of any damages, personal injury or death resulting from any use of the Amenities Area or engaging in the Events therein, however caused, whether through negligence or otherwise.
4. I acknowledge that the Operator shall have the right to terminate this agreement at any time, for any reason, upon written notice to me.
5. The Owner reserves the right to close the Amenities Area, and terminate all memberships in connection therewith, at any time by posting notice of termination at the entrance to the Amenities Area.
6. I acknowledge that my Membership Fee is otherwise non-refundable and I have no right to terminate this agreement.
7. There are no warranties or guarantees given by the Operator and this agreement forms the entire agreement between the parties hereto.
8. I acknowledge and agree that I have the requisite skills, physical abilities, training and knowledge necessary for proper and safe use of the equipment and facilities and to participate in the Events. If I believe the conditions of an Event to be unsafe, I will immediately discontinue further participation.

Applicant's Signature: _____ Date: _____

150 KING STREET WEST AMENITIES AREA POLICIES AND PROCEDURES

Membership

Membership provides free access to the bike parking, change room, showers, steam room and the wellness/fitness studio. Fitness classes are included. Space is limited.

Membership Eligibility

All full and part-time employees of all tenants within 150 King Street West are eligible for membership in the Amenities Area, and the use of the facilities and equipment provided therein.

Membership Fees

The annual membership fee is \$ **200.00**
Membership shall be activated within 24 hours upon registration and terminate on the last calendar day of your 12 month membership period.

Cancellation of Eligibility

Termination of employment with a tenant within 150 King Street West automatically cancels an employee's eligibility for membership to the Amenities Area and automatically terminates any membership such employee may have in place.
Membership fee is non-refundable.

Membership Processing

All new members must complete the Amenities Area application form/waiver prior to using the facility.

Hours of Use

The Amenities Area shall be available for use from Monday to Friday, from 6 AM to 8 PM.

Facility Access

A pass card is required to gain entry into the facility. Once an individual has completed the requisite application form, they will be provided with a pass card to access the Amenities Area.

Guest Privileges

There are no guest privileges. The Amenities Area is available for the exclusive use of 150 King Street West tenants.

Lockers

Lockers are provided for members' use only while using the Amenities Area. Members are advised to keep valuables locked at all times while using the Amenities Area. None of BentallGreenOak (Canada) Limited Partnership, by its general partner BentallGreenOak (Canada) GP Ltd, SUN LIFE ASSURANCE COMPANY OF CANADA and its successors and assigns, shall be liable for members' personal belongings, or any theft, loss or damage thereto. Contents left in lockers overnight will be removed and will be placed in the lost and found located in the Security Office at 150 King Street West.

Safety and Hygiene

The following guidelines are in place to ensure a safe workout environment:

- (a) Immediately report any facility-related accident or injury to BentallGreenOak at 416-977-4397.
- (b) Include a thorough warm-up and cool-down with each exercise session.
- (c) Work out at your own pace; trying to keep up with someone else could be dangerous.
- (d) Keep your medical professional informed of any changes in your health status (including pregnancy).
- (e) If you have been away from your exercise routine for a prolonged period of time due to illness, injury or any other reason, consult your medical professional before resuming your exercise routine.
- (f) Immediately stop exercising if you feel any unusual pain or discomfort.
- (g) Proper attire must be worn while working out in the Amenities Area. Athletic wear, T-shirts, shorts, sweatpants, exercise, yoga or aerobic outfits are recommended.
- (h) For the benefit of those around you, please launder work-out clothing regularly.
- (i) For hygienic purposes, members are asked to wipe down equipment after use. Spray bottles of disinfectant and paper towels are available in the Amenities Area.

BICYCLE PARKING

Bike racks are available on first come first serve basis. To gain access to/from the parking garage, the Owner will provide the User with a pass card.

The Owner hereby grants to the User a non-exclusive agreement to allow the user to park their bicycle in the bicycle racks located inside the secure bike cage on the P1 level of the parking garage in the building referred to above.

Except to the extent that the same is caused by the negligence of the Owner or those for whom it is responsible in law, the Owner shall not be liable for:

- (i) any personal injuries or death suffered in or about the parking garage by the Tenant or the User, or by their employees, agents, guests or invites; or
- (ii) any loss or damage which occurs in or about the parking garage to any property of the Tenant or the User, or of their employees, agents, guests or invites, including vehicles and content.

Regardless as to the cause of such damage, injury or loss; notwithstanding the foregoing, it is agreed that the Owner shall not be responsible for providing or maintaining any security in or about the parking garage and accordingly, the Owner shall not be liable for any personal injuries, death or property damage resulting from improper security or lack of security regardless as to whether or not the Owner or those for whom it is responsible in law are found to be negligent.

The parking rights granted by this agreement are by way of licence only and shall not constitute a lease or an interest in the land. Under no circumstances shall the Owner be considered to have custody of or be a bailee of the Tenant's or the User's vehicle(s).

The Tenant and the User each agree to comply with all reasonable rules and regulations established by the Owner from time to time in respect to the parking garage.

Neither the Tenant nor the User shall be entitled to transfer this agreement to any other person.

BICYCLE SERIAL NUMBER:

MAKE/MODEL:

COLOUR:

ACCEPTANCE:	BentallGreenOak (Canada) Limited Partnership
Per: _____	

