

## AGREEMENT

This is an agreement between FP 440 First Street, LLC (“Landlord”) and \_\_\_\_\_ (“Tenant”).

WHEREAS, Landlord and Tenant are parties to a lease of space in the building located at and known as 440 First Street NW, Washington, DC (the “Building”); and

WHEREAS, the Building contains an exercise facility (the “Fitness Facility”); and

WHEREAS, Landlord is willing, until further notice, to provide access to the Fitness Facility to Tenant and its employees under certain terms and conditions, provided that Tenant (i) agrees to indemnify Landlord and its management company and related parties from any loss or expense arising out of use of the Fitness Facility by Tenant or its employees, (ii) acknowledges that access to the Fitness Facility by Tenant and its employees may be terminated by Landlord at any time, and (iii) agrees to require each of its employees who shall access the Fitness Facility to execute the agreement attached hereto as Exhibit A and deliver the same to Landlord; and

WHEREAS, Tenant desires to enable its employees to use the Fitness Facility under the foregoing terms and conditions.

NOW, THEREFORE, in consideration of the foregoing, and for other consideration the receipt and sufficiency of which are hereby mutually acknowledged, Tenant agrees as follows:

1. Tenant shall indemnify Landlord and The RMR Group LLC and their successors and assigns and any and all of their officers, directors, employees and agents (collectively, “Released Parties”) and hold them harmless from and against any and all loss, cost, damage, liability or expense arising out of the use of or entry onto the Fitness Facility by Tenant or its employees. In respect of all of the foregoing, Tenant shall indemnify the Released Parties from and against all costs, expenses (including reasonable attorneys’ fees), and liabilities incurred or in connection with any claim, action or proceeding brought thereon; and, in case of any action or proceeding brought against any or all of the Released Parties by reason of any such claim, Tenant, upon notice from Landlord and at Tenant’s expense, shall resist or defend such action or proceeding and employ counsel therefor reasonably satisfactory to Landlord.

2. Tenant agrees that Landlord shall have no obligation to provide access to the Fitness Facility to Tenant or its employees and may terminate the access privilege at any time.

3. Tenant shall obtain, from each of its employees using the Fitness Facility, a signed copy of the agreement attached hereto as Exhibit A, and promptly deliver the same to Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have executed this agreement as a sealed instrument as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

LANDLORD:

FP 440 First Street, LLC

By: The RMR Group LLC, its agent

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

Name:

Title:

TENANT:

\_\_\_\_\_

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

Name:

Title:

**EXHIBIT A**

**USE OF EXERCISE FACILITY**

In consideration of a grant of, and to induce The RMR Group LLC to grant access to the exercise facility (the "Exercise Facility") located at 440 1<sup>st</sup> Street, I, \_\_\_\_\_, on behalf of myself, my heirs, administrators, and executors, hereby waive, release and hold harmless said The RMR Group LLC and **FP 440 First Street, LLC** and their successors and assigns and any and all directors, officers, employees and agents thereof (all of whom are collectively hereinafter referred to as "Landlord"), from any and all claims (including without limitation claims for property damage personal injury or death) that I may now have or which may accrue in the future in any way or manner relating to or arising from my use or access of the Exercise Facility.

I hereby represent to Landlord that I am familiar with the equipment available at the Exercise Facility, and that I have sufficient skill, knowledge and training to use the equipment in a safe manner. I agree that I will not use the equipment at the Exercise Facility with which I am unfamiliar, or of which I am unsure that I have sufficient knowledge to use safely, and that if I require supervision in the use of the Exercise Facility, I will make my own arrangements for such supervision.

I understand that by signing this waiver, release and hold harmless agreement, that I am waiving, among other claims, any present or future claims I might have against Landlord for injuries to my property or to me (including death) arising from the level, type, or frequency of maintenance (if any) of the Exercise Facility (including any fixtures and systems appurtenant thereto) and equipment, level of supervision (if any) of the Exercise Facility, defects in the Exercise Facility or the equipment, level of instruction or training (if any) of users of the Exercise Facility, and screening, control and supervision of tenants and others to be granted access to and use of the Exercise Facility. I understand that this waiver will bar, among other claims, claims against Landlord arising from injuries sustained by me due to negligence while using unmaintained or defective equipment, injuries occurring as a result of the acts of other users of the Exercise Facility, loss of personal property at the Exercise Facility, injuries arising from my, or others', improper use of the equipment or Exercise Facility, and injuries that might not have occurred had the Exercise Facility been supervised.

I understand that it is my responsibility to use the Exercise Facility only in accordance with the rules and regulations governing the use of the Exercise Facility (if any), as may be posted at the Exercise Facility and/or provided to me by Landlord, and I hereby represent and declare that I have read these rules and will read any amendments to the rules as they become available or are posted.

I understand that my use of the Exercise Facility is entirely at my own risk, and I assume all such risks if I choose to use it.

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

KEY NO: \_\_\_\_\_ DATE: \_\_\_\_\_