



Moore & Associates, Inc.
As Agent for
MAH 2100 RESTON LLC

**2100 Reston Parkway
EXERCISE ROOM
FITNESS FACILITY RULES AND REGULATIONS**

The following Rules and Regulations are intended to make the Fitness Facility (“Facility”) at 2100 Reston Parkway, Reston, VA 20191, as safe, enjoyable and pleasant as possible for all users of the Facility (“Users”). These Rules and Regulations are applicable to all Users and may be changed from time to time by MAH 2100 Reston LLC (“Landlord”) or its Managing Agent (“Building Manager”), in order to provide for the safe, orderly and enjoyable use of the Facility’s facilities and equipment.

1. **Use.** Users shall use the facilities and related equipment solely for weight and cardiovascular training on the equipment provided. Users shall not misuse or use the facilities and related equipment in any manner which will damage the same. Users shall not install, nor tamper with or remove, any equipment in the Facility. No person may use the Facility unless they have signed a Waiver of Liability. The Facility is open to Tenants only. Guests are not authorized to use the Facility and users shall not grant access to the Facility, nor permit the Facility to be used, by any unauthorized persons. Each User acknowledges that he or she shall exercise caution when using the Facility, that the Facility is unstaffed, and that no security is provided by Landlord. Any suspicious activity should be reported to the Building Manager.
2. **Hours of Operation.** The Facility may be used at any time other than during periods of temporary closure (for cleaning, repairs, etc.) as Landlord reasonably determines. Except during such periods of temporary closure, the Facility shall be available for use on a 24-hour basis with access being controlled by key card. The Facility will not be open for use on legal public holidays. The Facility may be closed, and its hours of operation modified from time-to-time, at Landlord’s reasonable discretion. Tenants will be notified at least 24 hours in advance of any closing, unless such closing is due to emergency.
3. **Clothing.** The minimum attire at the facility shall be gym shorts, tee shirts, socks and tennis shoes. Any conventional exercise attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes or similar footwear must be worn at all times. Users of the Facility must wear clean and appropriate attire when in transit to and from the Facility, which may include, but not be limited to, warm-up suits and sweat suits.

4. **Conduct.** Any conduct which unreasonably interferes with the use or enjoyment of Facility or the equipment by others, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Facility or the equipment, is strictly prohibited. Radios, tape recorders or other similar personal audio equipment may not be used without headphones. No Tenant shall make, or permit to be made, any disturbing noises or disturb or interfere with the occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, loud speaker or other sound system. Those in violation of this rule will be subject to immediate expulsion.
5. **Smoking.** Smoking of any kind or any other consumption of tobacco products is strictly prohibited in the Facility.
6. **Solicitations and Petitions.** Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kinds, are strictly prohibited.
7. **Identification.** Upon request by Landlord's employee or personnel, users must present their key for identification purposes. Neither Landlord nor the Building Manager assumes responsibility for lost or stolen keys.
8. **Food and Beverages Prohibited.** Except for water contained in plastic bottles or containers only, food and beverages shall not be brought to the Facility for consumption on the premises. Alcoholic beverages are strictly prohibited.
9. **Notices, Complaints or Suggestions.** Users must immediately notify Landlord or Building Manager in the event that they discover any unsafe or hazardous defect or condition relating to the Facility or the equipment, or any more than de minimis breakage, fire or disorder at the Facility. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Facility should be directed to the Building Manager.
10. **Other Facilities.** Landlord or Building Manger may prohibit the use of or close the Facility if misused in any way. Landlord and Building Manager take no responsibility for personal possessions left in the Facility. Locks or lockers are permissible, but all articles and locks must be removed when the User leaves the Facility. Landlord and Building Manager reserve the right to remove and dispose of any locks and personal possessions remaining in the Facility when it closes each day. Landlord and Building Manager make no representation or warranty that the use of any locker will protect User's personal property from damage, loss or theft.
11. **Violation of Rules.** Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of privileges.
12. **Maintenance.** No member shall leave any litter, trash, debris or articles of clothing at the Facility. The entry door(s) to the Facility shall be kept closed and locked at all times.
13. **No Representations.** User hereby acknowledges that the installation of equipment, devices and/or facilities in or serving the Facility shall in no way be deemed a representation or warranty by Operator regarding the efficacy or safety of the same, nor

as an agreement or undertaking by, or obligation of, Operator to protect, indemnify or hold User harmless from any harm of any type or to ensure User's safety. It is expressly understood and agreed that use of the Facility by User shall be at User's sole risk.

14. **Card Keys.** User hereby agrees to keep any card key and/or locker key provided to User in User's possession and control at all times until required or requested to surrender the same, and in no event shall User lend or otherwise transfer its card key or locker key to any other person. In the event User shall lose or misplace its card key or locker key, or in the event User's card key shall be stolen, User shall immediately notify Landlord and Operator in writing. User further agrees that, in the event either (i) User's employment with Tenant is terminated for any reason, or (ii) Tenant shall be in default under its lease with Landlord (after the expiration of any applicable notice and cure provisions contained therein), Operator may immediately de-activate User's key card and User shall immediately surrender its card key and locker key to Operator. User hereby acknowledges that the card key and locker key are and shall remain the property of Operator, and User agrees to return the same to Operator upon the expiration (or sooner termination) of Tenant's lease or any earlier date on which Operator is entitled to de-activate said card key. Inoperative (but not de-activated) card keys will be replaced at no charge, but lost and de-activated card keys will be replaced (or re-activated, as the case may be) at a cost established by the Operator from time-to-time. Lost locker keys shall be replaced, and the appropriate locker re-keyed, at a cost established by the Operator from time-to-time.
15. **Consent.** As a condition to the use of the Facility, all Users must sign a Consent and Waiver on Landlord's current form.

Name

Signature

Company & Suite

Date