

10 West End

BIKE PARKING USER AGREEMENT, RELEASE & WAIVER

BOF III MN 10 West End, LLC (“Licensor”), owner of the building and land at 1601 Utica Avenue South, St. Louis Park, MN (the “Building”), grants to the undersigned (“Licensee”) a non-exclusive license to use the Licensed Space (as defined herein), subject to space availability, for parking one bicycle during Licensee’s work day, which for the purpose hereof shall be deemed to mean **Monday-Friday between 6:00 AM and 8:00 PM** upon

the following terms and conditions:

1. DESCRIPTION OF LICENSE

- 1.1 This Agreement (the “Agreement”) relates to the following “Licensed Space”: bike racks located in the bike room at 10 West End on the first level of the building by the fitness center.
- 1.2 This License is nonexclusive, nonassignable, subject to space availability and revocable pursuant to the terms hereof. This is not intended to be a bailment, nor shall a bailment be created hereby.
- 1.3 The Commencement Date shall be _____. The Agreement shall termination upon Lease termination.
- 1.4 The undersigned may not sublicense the Licensed Space to any other person or entity, and any attempt to do so shall render this License null and void.
- 1.5 This License is revocable by the Licensor at any date upon no prior notice in the event of any breach of this Agreement.
- 1.6 In no event shall the Licensor be liable, to a Licensee in any amount, in the event of any revocation or voiding of this License pursuant to the terms hereof, or in the event there is no space available in the License Space.

2. RULES GOVERNING THE LICENSED SPACE

- 2.1 All bicycles and accessories placed in the Licensed Space shall be placed there at the Licensee’s sole risk. Licensor is in no way to be held responsible for any damage or theft that may occur to Licensee’s property while located in the Licensed Space.
- 2.2 Licensee may not store any motorcycles or mopeds in the Licensed Space.
- 2.3 Licensee is responsible for keeping his/her bicycle locked when placed in the Licensed Space.
- 2.4 Bicycles may not be left in the Licensed Space overnight or on weekends.
- 2.5 A bicycle tag will be assigned and access to the Licensed Area will be granted upon execution of this agreement.
- 2.6 The bicycle tag must be displayed in plain view at all times while parked in the Licensed Space.
- 2.7 Any bike and/or personal property abandoned in the Licensed Space shall be disposed of by Licensor. Licensee agrees that any personal property, including bikes, left for longer than two weeks shall be deemed conclusively to be abandoned, and Licensor may dispose of the personal property at Licensor’s discretion (which may be by sale with proceeds to Licensor) and without any liability to Licensee.

3. RELEASE AND WAIVER OF LIABILITY

- 3.1 Licensor shall not be liable for, and Licensee waives, all claims for loss, theft or damage to Licensee’s property resulting from (1) the failure of any sprinkler, heating or air conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe; (4) the bursting, leaking, or running of any tank, water closet, drain or other pipe(5) any act or omission of any part other that the gross negligence of Licensor; Licensor shall insure itself against such losses.

3.2 No trustee, officer, director, employee, or agent of Licensor shall be personally liable for the performance of Licensor’s obligations under the Agreement.

3.3 Parking is available on a first come, first served basis only.

4. IDEMNITY

I agree to protect, defend, indemnify, hold harmless and release BOF III MN 10 West End, LLC and Bridge Commercial Real Estate - Minnesota (and their affiliated companies, respective agents, officers, directors, owners, contractors and employees (collectively, the “Released Parties”)) from any and all claims, costs, damages, fees, injuries, liabilities, loses and causes of action (collectively, “Claims”), in connection with the Licensed Space, including, physical injury, death and property damage, third party Claims and subrogation.

I understand and agree to the above Agreement, Release and Waiver for the 10 West End Bicycle Parking Racks.

Signature

Name (Print Clearly)

Company/Tenant Name

Phone Number

Email

Access Card Number

Date

Bike Tag ID # (Management Provides)

Building Representative Signature