

BIKE FACILITY USAGE AND LICENSE AGREEMENT

1. **General Information.** For purposes of this Bike Facility Usage and License Agreement (the "**Agreement**"), the following terms will apply:

- (a) **"Date of Agreement":** (for reference purposes only): _____, 20__
- (b) **"Building":** 1670 Broadway, Denver, Colorado 80202
- (c) **"Owner":** HFI 1670 BDWY LLC, a Delaware limited liability company
- (d) **"Manager"** Cushman & Wakefield of Colorado, Inc.

Address: 1670 Broadway
Management Office
Denver, Colorado 80202
Phone: (303) 832-1246
Fax: (303) 821-0263

- (e) **"User":** _____
- Tenant:** _____
- Address:** 1670 Broadway, Suite _____
Denver, Colorado 80202
Phone: (____) _____ / Fax: (____) _____
Email: _____
- Bicycle:** Make / Model: _____
Color: _____

(f) **"Bike Facility":** Bike storage and locker facility located on the lobby level of the Parking Garage of the Building.

2. **Use.** The term "**Use**" will refer to the presence of a User Party (defined below) and/or his or her Personal Property (defined below) at the Bike Facility. Owner and Manager reserve the right to terminate User's access to the Bike Facility at any time without prior notice, with or without cause, in the Manager's or Owner's sole discretion. User's use of the Bike Facility is at User's own risk.

3. **Temporary License.** The license granted by this Agreement is a non-exclusive, revocable license, subject to all of the terms of this Agreement. User will be permitted to use the Bike Facility solely for the purpose of daily storage of User's bicycle, biking related gear, clothing and other personal items (collectively "**Personal Property**") either on the day use bike hangers, in the licensed bike lockers or in the day use gear lockers. User will comply with (i) all federal, state and local laws, ordinances, rules and regulations applicable to such Use ("**Applicable Law**"), including without limitation obtaining all necessary licenses and permits, and (ii) the Bike Facility Rules & Regulations attached hereto as **Exhibit A** and any additional rules promulgated by Owner or Manager, which may be changed at any time by Owner or Manager upon notice to User (which notice may include posting of such rules in a prominent place within the Bike Facility). Neither Owner nor Manager is deemed to have custody, possession, or control of User's bicycle or other personal property, and neither this Agreement nor the storage of User's bicycle in the Bike Facility creates a bailor/bailee relationship.

4. **Reserved Bike Lockers.** User may elect to obtain a temporary license to use one of the bike lockers from Owner on a month-to-month basis for a license fee of \$50.00 per month ("**License Fee**") due and payable on the first day of each month to the Manager's office. Upon thirty (30) days' notice Owner may increase the License Fee in its sole discretion. Please indicate your election to obtain a temporary license to use one of the bike lockers by initialing here: _____. **Assigned Locker Number** _____.

5. **Term.** The "*Term*" of this Agreement will begin upon the Date of Agreement and will end upon either party's written notice to the other of its election to terminate this Agreement. Both User and Owner will have the right to terminate this Agreement without cause by one (1) day written notice to the other party. Any mid-month termination will not result in a pro-rated refund of the License Fee. This agreement shall be terminable by Owner's successors upon the sale or foreclosure of the Building. OWNER WILL NOT BE LIABLE TO ANY USER PARTY FOR ANY EXPENSES OR DAMAGES INCURRED BY A USER PARTY IF THE AGREEMENT IS TERMINATED. User acknowledges that Operator may close the Bike Facility from time to time in order to make repairs or alterations, or to relocate the Bike Facility to a different location within the Building or the parking garage of the Building.

6. **Indemnity.** USER WILL HOLD OWNER, THE MANAGER AND THE TENANTS AND ALL OTHER OCCUPANTS OF THE BUILDING, AND THEIR RESPECTIVE PARTNERS, MEMBERS, SUBSIDIARIES AND AFFILIATES, AND ALL OF THEIR RESPECTIVE LENDERS, AGENTS, CONTRACTORS, EMPLOYEES, DIRECTORS, AND OFFICERS (INDIVIDUALLY "*OWNER PARTY*" OR COLLECTIVELY, "*OWNER PARTIES*") HARMLESS FROM, AND INDEMNIFY AND DEFEND THE OWNER PARTIES AGAINST, ALL CLAIMS, DAMAGES AND COSTS (COLLECTIVELY, "*CLAIMS*"), INCURRED BY OR ALLEGED AGAINST THE OWNER PARTIES AND ARISING OUT OF ANY ACT OR OMISSION OF USER OR ANY OF USER'S EMPLOYEES, AGENTS OR CONTRACTORS (INDIVIDUALLY "*USER PARTY*" OR COLLECTIVELY, "*USER PARTIES*") IN CONNECTION WITH ANY USE OF THE BIKE FACILITY, WHETHER DURING NORMAL BUSINESS HOURS OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY CLAIMS BASED UPON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S); (b) DAMAGE TO OR LOSS OF THE BUILDING OR ANY EQUIPMENT, MATERIALS OR OTHER PROPERTY; OR (c) FAILURE OF ANY USER PARTY TO COMPLY WITH ANY APPLICABLE LAWS OR ORDINANCES OR OWNER'S RULES AND REGULATIONS FOR THE BUILDING.

7. **Waiver.** USER, FOR ITSELF AND ON BEHALF OF THE OTHER USER PARTIES, WAIVES ALL CLAIMS AGAINST THE OWNER PARTIES, AND RELEASES THE OWNER PARTIES FROM ANY LIABILITY, BASED UPON ANY (a) INJURY TO OR DEATH OF ANY USER PARTY; OR (b) DAMAGE TO OR THEFT OR LOSS OF ANY PERSONAL PROPERTY, EQUIPMENT, MATERIALS OR OTHER PROPERTY BELONGING TO A USER PARTY, INCLUDING ANY BICYCLE, CLOTHING OR OTHER SIMILAR.

8. **Negligence.** THE FOREGOING INDEMNITIES AND WAIVERS WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE BUILDING OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF AN OWNER PARTY.

9. **Interpretation.** This Agreement will extend to the successors-in-interest of the Owner. Owner or Manager may send notices under this Agreement to User at User's email address set forth above. This Agreement is being offered to User because of Tenant's relationship with Owner in the Building; and accordingly, this Agreement is not assignable or transferable by User. This Agreement (a) will be governed by the laws of the state in which the Building is located, (b) contains the entire agreement between the parties, and (c) may not be modified except by a written instrument signed by both parties. Venue for any action under this Agreement will be in the county in which the Building is located. No waiver of any provision of this Agreement will be effective unless in writing signed by the waiving party. All indemnities, waivers and obligations to defend in this Agreement will survive the cancellation or expiration of this Agreement.

Accordingly, the parties have executed this Agreement as of the Date of Agreement first specified above.

USER:

Printed Name: _____

Keycard Number: _____

OWNER:

HFI 1670 BDWY LLC,
a Delaware limited liability company
By: _____

Name: _____

Title: _____

EXHIBIT A

BIKE FACILITY RULES AND REGULATIONS

GENERAL ITEMS:

1. The Bike Facility is offered as a non-gender specific conditioned space for daily bike storage. ***Undressing is not allowed within the Bike Facility.***
2. Users may use the Bike Facility only for the storage of non-motorized bicycles. Motorized scooters and/or motorized bicycles are prohibited from being stored in the Bike Facility.
3. Users **MUST** bring bikes in and out of the Bike Facility through the Parking Garage entrance and exits and **NOT** through the Broadway main lobby access doors.
4. Bike Facility doors should remain closed at all times and be not propped open in any way. Do not grant people access to the Bike Facility. They must use their own access card and/or access code, as applicable. This helps to ensure that they have been authorized to use the Bike Facility.
5. Bikes are to be locked at all times.
6. Bikes must not be leaned up against walls or lockers for daily storage.
7. Use of the Bike Facility is restricted to daily storage during the hours specified above, and overnight parking is not permitted except in special circumstances (*e.g.*, in cases of inclement weather) and with Manager's affirmative approval with respect to each such day. Users must contact Manager's management office, at 1670 Broadway, telephone number 303-832-1246, for such prior approval. Manager may elect to impose a fine on User if User's bicycle or bicycle accessories are left overnight in the Bike Facility without Manager's consent.
8. Users shall use care in placing bikes onto bike hangers and lockers with the consideration of other neighboring bikes.
9. Bike maintenance is not allowed within the Bike Facility other than for emergency situations.
10. The availability of bike hangers are based on a daily first come first served basis. Should no units be available when a User arrives they have the option to either park the bike in an exterior bike rack or store in their office space via the freight elevator assuming the User's company policies allow for such storage.
11. Any violations are subject to immediate termination of the license agreement and access to the Bike Facility at the discretion of the Owner.

BIKE LOCKERS:

1. Bike lockers are not allowed for general use. These are reserved for Users on a month-to-month basis and at a monthly rate of \$50.00 per month (rate subject to change). Should you be interested, please contact the management office for more details.
2. Bikes, bike related gear, clothing and personal items may be stored in such locker. No hazardous or illegal materials are allowed within the Bike Facility at any time.
3. Users must provide their own personal locks. Bike lockers are not to be modified in any way.
4. Stickers and other objects are not to be applied at any time. Damages for any misuse will be billed at User's expense.

GEAR LOCKERS:

1. The small gear lockers are for daily convenience only.
2. Only bike related gear, clothing and personal items are allowed to be stored. No hazardous or illegal materials are allowed at any time.
3. One locker is allowed per User and are based on a first come first served basis.
4. Users must provide their own personal locks. Locks must be removed daily and not left overnight. Any locks left for more than 24 hours are subject to removal at User's cost.
5. Lockers must not be modified in any way. Stickers and other objects are not to be applied at any time. Damages for any misuse will be billed at User's expense.