



455 North Cityfront Plaza Drive
Chicago, Illinois 60611

**NBC TOWER THE ROOM
APPLICATION AND AGREEMENT**

GENERAL INFORMATION

NAME OF USER _____

NAME OF EMPLOYER _____ SUITE NUMBER _____

WORK PHONE _____ CELL PHONE _____ EMAIL _____

EMERGENCY CONTACT _____ PHONE NUMBER _____

Users Agreement

ARTICLE I – USERS

1. Eligibility for Use. Users of NBC Tower The Room is limited to persons eighteen (18) years of age or older who are current tenants of, or employed by current tenants of, the NBC Tower.
2. Nature of Use. Use of The Room confers solely the right to use and enjoy The Room facilities and equipment in accordance with The Room's rules and regulations, as they may change from time to time, in the sole discretion of The Room. Rights to use The Room do not confer any interest in the property or assets of The Room or any right to participate in the management or operations of The Room, financially or otherwise. The user identified above may not sell or otherwise transfer his or her rights to use The Room to another party.
3. Voluntary Cancellation. Users may cancel their rights to use The Room effective only at the end of a calendar month upon not less than five (5) days prior written notice to the Property Management Office.
4. Involuntary Termination. The Room reserves the right at any time to terminate the rights to use The Room of any user who has, acted inappropriately, or has not complied with the terms of this agreement or with any of the rules and regulations adopted from time to time by The Room, or for any conduct The Room determines, in its sole discretion, to be improper or in any way or contrary to the best interests of The Room or its users. The right to use The Room may be terminated by notification in writing mailed to the last address shown on the records of The Room for the user being terminated. Possession, sale, exchange or use of firearms or any unlawful controlled substance while at The Room is prohibited.

ARTICLE II – RULES AND REGULATIONS

1. Access/Attire. Users must use his or her The Room access card each time he or she enters The Room facility. A fee of \$25.00 will be assessed for replacement of any The Room access card. Photo identification is required at all times. Proper attire is required for participants using The Room. Shirts and shoes are required in all public and recreational areas. The Room may prohibit the use of any personal equipment on The Room premises.
2. Damage. Any damage to The Room's or another person's property or to any person on The Room's premises by user shall be paid for by the applicable user.
3. Health of Users. Users shall not enter The Room with any medical condition, including, but not limited to, infections, maladies, or inability to maintain personal hygiene, if such condition poses a threat to the health or safety of others, and users shall use the facilities in accordance with all applicable public health requirements. It is each individual user's responsibility to consult with his or her physician to determine if any of these medical conditions exists, and, if so, whether such condition poses a threat to the health or safety of users or others. The Room reserves the right, however, to make the final determination in this regard.
4. Hours. The hours of operation are adjusted seasonally and in accordance with the frequency of usage. The Room reserves the right to change the operating hours.
5. Minors and Children. Persons under the age of eighteen (18) are not allowed in The Room.
6. Personal Business. Users may not use The Room premises for personal business without prior written approval by an authorized representative of The Room, which approval may be withheld in The Room's sole and absolute discretion.
7. Non-User. A user allowing a non-user to use The Room will forfeit their rights to use The Room.

8. Monitoring. User acknowledges and agrees that The Room may be subject to electronic audio and video monitoring.
9. Amendment of Rules, Regulations or Policies. The Room may from time to time adopt rules, regulations or policies amending or supplementing those contained in this agreement, and all users will be obligated to comply with such rules, regulations, or policies. If new or amended rules or regulations are adopted, they will be published as "Additional or Substitute Rules and Regulations" unless they are of such a nature that publication would be inefficient or inappropriate, in which case notice shall be posted or users shall be otherwise advised of the amendment or supplement to the rules and regulations, as necessary.
10. Food. No food permitted in The Room. Beverages only.
11. Smoking and Sleeping. No smoking or sleeping allowed in The Room.
12. Signs and Notices. No signs, placards, banners, notices, or other written material shall be affixed to or painted on the walls of The Room.
13. Sales and Vending. The Room shall not be used to vend, peddle, or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever.
14. Noise. The tenant using The Room shall not permit any improper or objectionable noise to be emitted from the room, or in any way disrupt or otherwise interfere with other tenants on the floor.
15. No Storage. The Room shall not be used as storage space for any equipment or property belonging to tenant.
16. Personal Property. Landlord will not be responsible for personal property, equipment, money, or jewelry lost or stolen from The Room.
17. Landlord Rights. Landlord will have the right to refuse reservations to any group or tenant and reserves the right to amend, modify, or supplement these Rules and Regulations as in the Landlord's judgment may be necessary for the safe, convenient, and efficient use of The Room.
18. Availability. The Room is available to all Building tenants on a first come, first serve basis. Provided, however that Building Tenants wanting to use the space have The Room Membership Acknowledgment Form on File.
19. Unregistered Guests. No unregistered Building guests are permitted and Building tenants using the space must have a signed The Room Membership Acknowledgment Form on file.
20. Room Cleanliness. To keep The Room clean, Tenant Members must clean up after use. All trash shall be placed in the containers provided by the Building.
21. Wi-Fi. Free Wi-Fi is provided as a courtesy in The Room. Tenant Members must adhere to the Wi-Fi acceptable use policy.
22. Professionalism. Tenants are expected to act in a professional manner and show professional courtesy to other members.
23. Reservations. For specific or exclusive use will be permitted at the sole discretion of Management.

24. Management Discretion. Tenant members may be asked to leave The Room at Management's discretion, with or without cause.

I confirm that I have carefully read Article I and Article II above and agree that I will be subject to all policies and rules and regulations of The Room now in force or adopted in the future, including, but not limited to, those governing use of The Room facilities, the equipment therein and the dress code. I agree not to create any nuisance or disturbance or harass or threaten other users, guests or The Room personnel or commit acts of moral turpitude or fraud while using The Room facilities. I understand that breach of any policy or rule or regulation may result in the revocation of my rights to use The Room. I acknowledge that The Room, in its sole discretion, reserves the right at any time to alter the hours of operation, and the right to amend the cost of, add, modify and/or eliminate any program, facility, equipment, activity, class or service of The Room.

ARTICLE III – WAIVER OF CLAIMS

Release and Waiver. In consideration for being permitted to enter upon and use The Room's facilities and equipment, on behalf of myself, my spouse, children, unborn children, heirs, representatives, guardians, distributes, successors and assigns, I hereby release agree not to sue and forever discharge, The Room, Chicago NBC Tower, L.P., Jones Lang LaSalle, any mortgagee of the NBC Tower (Mortgagee), and their respective affiliated organizations, owners, partners, managers, members, directors, officers, employee, contractors, agents, successors and assigns ("The Room Parties") from any and all claims, causes of action or liability for any damages to or loss of property, injuries or death I may suffer in or about The Room, resulting from my entry upon or use of The Room's facilities or equipment, including the malfunctioning of any equipment or my slipping and/or falling while in or on The Room's premises, including adjacent sidewalks and parking area, whether or not the same arises out of or results from any act, omission or conduct of any of The Room parties, negligent or otherwise.

Indemnity. In addition, I agree to hold harmless, indemnify and defend The Room parties from all claims, demands, damages, causes of action and liability for any loss, damage or injury to persons or property arising from or relating to my entry upon and use of The Room's facilities or equipment, including without limitation, attorneys' fees, expenses, costs, and all consequential damages, whether or not resulting from any act, omission or conduct of any of The Room parties.

Miscellaneous. If any provision of this agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person and circumstance, all other provisions of this agreement shall remain valid and enforceable as applied to all other persons and circumstances. Modifications or additions to the pre-printed terms of this agreement, other than completion of existing blank spaces as indicated herein, are unauthorized and will not be honored by The Room.

I acknowledge that I have carefully read this agreement and am aware that it contains a waiver and release of Liability and that I am giving up substantial rights, including my right to sue. I understand that I have the right to have my attorney review this agreement. I am signing this agreement of my own free will and intend for my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I certify that I am eighteen (18) years of age or older.

Print Name

Signature

Date

The Room users are encouraged to make a copy of this application and agreement form for their records.