

2021 L STREET FITNESS CENTER RULES AND REGULATIONS

The following Rules and Regulations are intended to make the Fitness Center at 2021 L Street, N.W. (the "Fitness Center" or the "Facilities") as safe, enjoyable and pleasant as possible for all Members. These rules are applicable to all Members and may be changed from time to time by ASH 2021 L LLC ("Owner"), or its successors and assigns, or AtSite, Inc. ("Manager"), or its successors and assigns. A "Member" is a current full- or part-time employee of a tenant, provided that the primary office of such employee is at 2021 L Street, N.W., in Washington, D.C. and provided further that such tenant leases office space at such building. A "Member" is also a member of ASH who is authorized by ASH to use the Fitness Center.

- 1. <u>Use</u>. Members shall use the Facilities and related equipment solely for weight and cardiovascular training on the equipment provided. Non-members are not authorized to use the Facilities. No person may use the Facilities unless they have signed a Waiver and Release of Liability form.
- 2. <u>Hours of Operation</u>. The Facilities may be used only during the following hours, in order to accommodate thorough cleaning of the Facility on a daily weekday basis:

Monday through Friday: 7:00 a.m. to 8:00 p.m.

Closed for Cleaning: Monday – Friday, 8:00 p.m. to 9:30 p.m.

The Facilities may be closed at the Landlord's sole discretion. Members will be notified at least 24 hours in advance of any closing, unless such closing is due to emergency repairs and maintenance. The Landlord and/or Managing Agent reserve the right to adjust the hours of operation.

- Access. Access is by your building security key fob that is issued by your Office Manager. Your key will be programmed to access the Fitness Center upon completion of Member's reading of these Rules and Regulations and signing of the Waiver and Release of Liability form.
- 4. <u>Clothing</u>. 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 Facilities must wear clean and appropriate attire when in transit to and from the Facilities, which may include, but not be limited to, warm-up suits and sweat suits.
- 5. <u>Food and Beverages Prohibited</u>. Food and beverages, except water, shall not be brought to the Facility for consumption on the premises. Alcoholic beverages are strictly prohibited.



- 6. <u>Conduct</u>. Any conduct which unreasonably interferes with the use or enjoyment of the Facilities or the equipment by the other Members, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Facilities or the equipment is strictly prohibited. Radios, tape recorders or other similar personal audio equipment <u>may not</u> be used without headphones. Cameras and cell phones are prohibited. No Member shall make, or permit to be made, any disturbing noises or other actions which may disturb or interfere with the occupants of or visitors to the building in which the Facilities are located or the neighbors of the building, whether by the use of any musical instrument, radio, tape recorder, loud speaker or other sound system. Members in violation of these rules will be subject to immediate expulsion.
- 7. <u>Smoking</u>. Smoking of any kind or any other consumption of tobacco products is strictly prohibited.
- 8. <u>Solicitations and Petitions</u>. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.
- 9. <u>Identification</u>. Members must, upon request by Managing Agent's employees or personnel, present their key for identification purposes. Landlord and its Managing Agent assume no responsibility for lost or stolen keys.
- 10. <u>Notices, Complaints, and Suggestions</u>. Members must immediately notify the Managing Agent in the event that they discover any unsafe or hazardous defect or condition relating to the Facilities or the equipment, or any serious breakage, fire or disorder at the Facility. Complaints or suggestions as to the operation, maintenance, services or equipment at the Facilities should be directed to the management office at 202-296-1360.
- 11. <u>Other Facilities</u>. Lockers, showers, and restrooms are provided. Landlord or its Managing Agent may prohibit use or close the Facilities if misused in any way. Owner and its Manager assume no responsibility for personal possessions left in the Facility. Locks on lockers are permissible, but all articles and locks must be removed when the Member leaves the Facilities. Owner and its Manger reserve the right to remove any locks and personal possessions remaining in the Facilities when it closes each day. Items left in lockers shall be retained for a period of 7 days before being disposed of if left unclaimed.
- 12. <u>Violation of Rules</u>. Failure or refusal to comply with these Rules and Regulations may result in the loss of privileges to use the Facilities.
- 13. <u>Maintenance</u>. No Member shall leave any litter, trash, debris or articles of clothing at the Facilities. All loose soap, shampoo, combs, etc. will be disposed daily for health reasons. Each Member shall use the provided SaniWipes to wipe down equipment immediately after use.