

500 BOYLSTON & 222 BERKELEY OWNER LLC
BICYCLE PARKING AGREEMENT/WAIVER OF LIABILITY

The undersigned ("User") is a tenant, subtenant or an employee of a tenant or subtenant at 500 Boylston Street and 222 Berkeley Street, Boston, MA (the "Building"), an office building owned by 500 Boylston & 222 Berkeley Owner LLC ("Owner"). Owner, subject to terms and conditions designated by Owner, has made secure bicycle parking ("Bicycle Parking") available in the garage (the "Garage") at the Building to tenants and subtenants of the Building and their respective employees. User has requested permission to use the Bicycle Parking and Owner, subject to the terms and conditions herein, has agreed to grant such permission to User.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, including Owner's agreement to allow User to use the Bicycle Parking, User hereby agrees as follows:

WAIVER OF CLAIMS. I HEREBY ACKNOWLEDGE AND AGREE THAT MY USE OF THE BICYCLE PARKING IS VOLUNTARY AND AT MY OWN RISK. IN CONSIDERATION FOR OWNER ALLOWING ME TO USE THE FACILITIES, AND TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE OWNER, OXFORD I ASSET MANAGEMENT USA, INC., AND THEIR RESPECTIVE PARTNERS, MEMBERS, PRINCIPALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASED PARTIES") FROM, AND AGREE TO HOLD ANY AND ALL OF THE RELEASED PARTIES HARMLESS AGAINST, ANY CLAIM, DEMAND, LIABILITY, CAUSE OF ACTION OR SUIT OF ANY KIND OR NATURE, WHETHER RESULTING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, ARISING OUT OF, RESULTING FROM OR INCIDENT TO MY USE OR OCCUPANCY OF, OR PARTICIPATION IN , THE BICYCLE PARKING, ANY OF ITS EQUIPMENT, FACILITIES, PROGRAMS, ACTIVITIES OR EVENTS, OR ANY TRANSPORTATION PROVIDED. I FURTHER AGREE THAT THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ARTICLES DAMAGED, LOST OR STOLEN IN OR ABOUT THE BICYCLE PARKING, OR IN LOCKERS (IF ANY), OR FOR LOSS OR DAMAGE TO ANY PROPERTY.

CARD NUMBER: **305119** _____ COMPANY NAME: **WAYFAIR** _____

(Please write your access card number located on the back of your access card here.)

SIGNED:  _____

NAME (Print): **BRIAN GIBSON** _____

DATE: **APRIL 4, 2023** _____

RULES AND REGULATIONS CONCERNING BICYCLE PARKING USER RIGHTS

- 1. Parking Rights.** The execution of a Bicycle Parking Agreement/Waiver of Liability form grants the User a license to park their bicycle at the facility located at the Back Bay Garage in compliance with these Rules and Regulations, as amended from time to time. Owner reserves the right to cancel Bicycle Parking privileges at any time if there is a violation of these Rules and Regulations. **2. Non-Assignability.** Bicycle Parking privileges may not be transferred, assigned or resold. **3. Bicycle Parking Application.** The User must complete and deliver to building management a "Bicycle Parking Agreement/Waiver of Liability" (copy on reverse) to obtain Bicycle Parking privileges. **4. Badge Access.** Upon the applicant's signed Bicycle Parking Agreement/Waiver of Liability the User will be granted access to the Bicycle Parking via their existing building badge (if applicable) or will be issued a new badge. Badge may be used only in accordance with these Rules and Regulations, and at all times remains the property of Owner.
- 5. Lost, Stolen or Damaged Badge.** Lost, stolen or damaged badges will be replaced promptly upon payment of the replacement fee in effect at that time. A badge which cannot be used due to a defect not caused by the User will be replaced without charge. In no event will Owner be responsible for value lost or costs incurred, or for the inability of a user to use the Bicycle Parking, due to a lost, stolen, damaged or defective badge.
- 6. Use of the Bicycle Parking.** The Owner may establish and distribute operating rules relating to proper use of the Bicycle Parking. A User must comply with such operating rules, these Rules and Regulations and other applicable laws and regulations, and shall follow safe riding practices at all times while utilizing bicycle paths of entry/exit and/or Bicycle Parking.
- 7. No Commercial Use.** The Bicycle Parking may be used only to park a bicycle that it fits within a conventional bike parking space. The Bicycle Parking may not be used for parking bicycles used for commercial purposes or as a staging area for commercial transportation, delivery or other services, except with Owner's prior written consent.
- 8. No Storage, Abandonment.** The Bicycle Parking may not be used for storage of bicycles or other equipment. Any bicycle or equipment remaining in the Bicycle Parking for more than thirty (30) calendar days shall be deemed abandoned and may be removed from the Bicycle Parking in which event Owner shall not have any liability to any person for loss or damage on account of such removal. All costs incurred in removing and storing any such abandoned bicycle or equipment shall be reimbursed by the User.
- 9. No Liability of Owner.** Registration for Bicycle Parking access grants the User a license to use the Bicycle Parking only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by law the Owner nor their officers, directors, beneficiaries, agents, employees, successors or assigns, shall be responsible or liable to any extent for (i) theft of any bicycle or any of its parts or accessories or any personal property of a User or damage to the same due to fire, collision, vandalism or any other cause, (ii) injuries or liabilities suffered by any person while using the Bicycle Parking; or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the Bicycle Parking and (b) the use of the Bicycle Parking shall be at the User's own risk.